

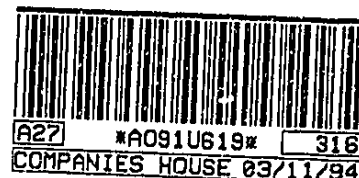
Registered Number: 2941640

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

RESOLUTIONS

-of-



TAKEABREAK MOTORWAY SERVICES LIMITED

(Passed the 4th day of October 1994)

AT AN EXTRAORDINARY GENERAL MEETING of the Members of the Company duly convened and held at Rutland House, 148 Edmund Street, Birmingham on the 4th day of October 1994 at 2.30 a.m./p.m. the following *RESOLUTIONS* were unanimously passed as *ORDINARY* and *SPECIAL RESOLUTIONS*:-

ORDINARY RESOLUTIONS

Resolution 1

That the authorised share capital of the Company be increased to £120,000.00 (one hundred and twenty thousand pounds) by the creation of 119,900 new Ordinary Shares of £1.00 each ranking pari passu in all respects with the existing 100 Ordinary Shares in the capital of the Company.

Resolution 2

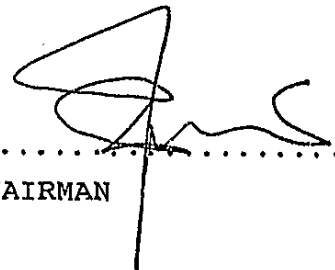
That the Directors of the Company be and they are hereby generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 ("the Act") to exercise all the powers of the Company to allot relevant securities up to but not exceeding an aggregate nominal amount of £120,000.00 (one hundred and twenty thousand pounds), provided that this authority shall (unless previously revoked or varied by the Company in

general meeting) expire on the fifth anniversary of the date of this resolution ("period of authority") save that the Company may before the expiry of the period of authority make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allow relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of any such offer or agreement as if the authority conferred had not expired and that all previous general authorities granted to the Directors pursuant to Section 80 of the Act (or the statutory provisions of which that is a re-enactment) be hereby revoked.

SPECIAL RESOLUTION

Resolution 3

That subject to the passing of the above Resolutions the Directors of the Company be and they are hereby empowered pursuant to Section 95 of the Act to allot equity securities for cash pursuant to the general authority conferred upon them under Resolution 2 above as if Section 89(1) of the Act did not apply to any such allotment and so that the power conferred by this paragraph shall enable the Company to make any offer or agreement before the expiry of the period of authority which would or might require equity securities to be allotted after the expiry of such period and so that notwithstanding such expiry the Directors may allot equity securities pursuant to any such offer or agreement previously made by the Company as if the power conferred hereby had not expired PROVIDED however that the power shall expire at the conclusion of five years following the passing of this resolution except to the extent that the same is renewed or extended on or before that date.


.....
CHAIRMAN

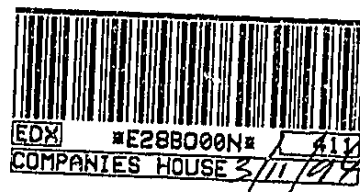
Registered Number: 2941640

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

RESOLUTIONS

-of-



TAKEABREAK MOTORWAY SERVICES LIMITED

(Passed the 10th day of October 1994)

AT AN EXTRAORDINARY GENERAL MEETING of the Members of the Company duly convened and held at Rutland House, 148 Edmund Street, Birmingham on the 10th day of October 1994 at 12.20 ~~a.m.~~/p.m. the following RESOLUTIONS were unanimously passed as ORDINARY and SPECIAL RESOLUTIONS:-

ORDINARY RESOLUTIONS

Resolution 1

That the authorised share capital of the Company be increased to £736,171.00 (seven hundred and thirty six thousand, one hundred and seventy one pounds) by the creation of 3,779,710 Preference Shares of 10p each and 238,200 A Ordinary Shares of £1.00 each (all such shares having the respective rights set out in the Articles of Association to be adopted by the Company pursuant to Resolution 4 below).

Resolution 2

That the Directors of the Company be and they are hereby generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 ("the Act") to exercise all the powers of the Company to allot relevant securities up to but not exceeding an aggregate nominal amount of £736,171.00 (seven

hundred and thirty six thousand, one hundred and seventy one pounds), provided that this authority shall (unless previously revoked or varied by the Company in general meeting) expire on the fifth anniversary of the date of this resolution ("period of authority") save that the Company may before the expiry of the period of authority make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allow relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of any such offer or agreement as if the authority conferred had not expired and that all previous general authorities granted to the Directors pursuant to Section 80 of the Act (or the statutory provisions of which that is a re-enactment) be hereby revoked.

SPECIAL RESOLUTIONS

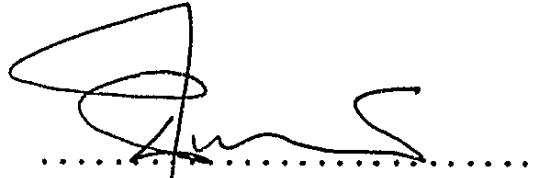
Resolution 3

That subject to the passing of the above Resolutions the Directors of the Company be and they are hereby empowered pursuant to Section 95 of the Act to allot equity securities for cash pursuant to the general authority conferred upon them under Resolution 2 above as if Section 89(1) of the Act did not apply to any such allotment and so that the power conferred by this paragraph shall enable the Company to make any offer or agreement before the expiry of the period of authority which would or might require equity securities to be allotted after the expiry of such period and so that notwithstanding such expiry the Directors may allot equity securities pursuant to any such offer or agreement previously made by the Company as if the power conferred hereby had not expired PROVIDED however that the power shall expire at the conclusion of five years following the passing of this resolution except to the extent that the same is renewed or extended on or before that date.

Resolution 4

That the existing Articles of Association shall no longer apply to the Company, and that in lieu thereof, the Articles of Association already prepared, a copy whereof has been initialled for the purpose of identification by the Chairman, be adopted as

the new Articles of Association of the Company.



.....

CHAIRMAN

2941640

MAF/MEM/567mem

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

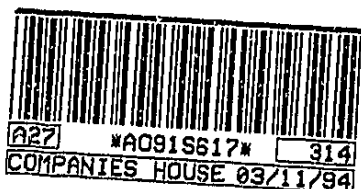
of

TAKEABREAK MOTORWAY SERVICES LIMITED

(adopted by special resolution on 10 October 1994)

Preliminary

1. In these articles:-
 - 1.1 'the Act' means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force.
 - 1.2 'Table A' means Table A in the Companies (Tables A - F) Regulations 1985 as amended by the Companies (Tables A - F) (Amendment) Regulations 1985.
 - 1.3 '3i' means 3i Group plc.
 - 1.4 'the Plan' means 3i 94 LMBO Plan (a limited partnership).
 - 1.5 'the Subscription Agreement' means the agreement for subscription entered or to be entered into between the Company (1) N H Turner and others (2) 3i (3) and the Plan (4).
 - 1.6 'the Share Warrant' means the right to subscribe for 'A' ordinary shares in the Company contained in the share warrant granted by the Company to National Westminster Bank plc to be dated 11 October 1994.
 - 1.7 'the Term Loan Facilities Agreement' means the term loan facilities agreement between the Company (1) and National Westminster Bank plc (2) dated 11 October 1994.



- 1.8 'Event of Default' means any of the events specified or referred to in clause 12 of the Term Loan Facilities Agreement.
- 1.9 The expressions 'Investor' shall mean each of 3i and the Plan and any person who is or becomes an Investor for the purposes of the Subscription Agreement and any nominee of 3i, the Plan or any such person.
- 1.10 The expression 'member of an Investor's Group' shall mean an Investor, any subsidiary of that Investor and any holding company of that Investor and any subsidiary of such holding company and any nominee of any of the foregoing and 'Investor's Group' and 'Group' shall be construed accordingly.
- 1.11 The expression 'Relevant Directors' shall mean the Company's and any subsidiary's directors and former directors where such directors are interested in shares in the Company and their connected persons (as defined by section 839 Income and Corporation Taxes Act 1988) but excluding any Special Director (as hereinafter defined).
- 1.12 The word 'emoluments' shall include all salary and all items set out in paragraph 1(4) of schedule 6 to the Act but shall not include any bonus to the Relevant Directors approved in writing by 3i or the holders of 75% of 'A' ordinary shares.
- 1.13 Where any sum is stated to be subject to Annual Review it shall be adjusted by the amount (if any) agreed in writing between the holders of not less than 75% of the ordinary shares and the holders of not less than 75% of the 'A' ordinary shares. Any adjustment shall be effective from 31 August in the relevant year and shall remain effective until again adjusted. The first adjustment shall be considered for the period from 31 August 1996.
- 2.1 The regulations contained in or incorporated in Table A shall apply to the Company save insofar as they are excluded or varied hereby or are inconsistent herewith and such regulations (save as so excluded varied or inconsistent) and the articles hereinafter contained shall be the regulations of the Company.

- 2.2 Regulations 54, 73-80 (inclusive), 85, 86, 94-98 (inclusive) and 118 of Table A shall not apply to the Company.

Share capital

3. The share capital of the Company is £736,171 divided into 3,779,710 preference shares of 10 pence each 238,200 'A' ordinary shares of £1 each and 120,000 ordinary shares of £1 each. The rights attaching to the respective classes of shares shall be as follows:-

3.1 Income

The profits of the Company available for distribution shall be applied as follows:-

- 3.1.1 First in paying to the holders of the preference shares a fixed cumulative preferential net cash dividend (hereinafter in these articles referred to as 'the Preference Dividend') of 9.75 pence per annum on each share accruing from the date of subscription for the preference shares. The first payment of the Preference Dividend shall be made on 30 September 1995 for the period from the date of subscription of the preference shares until and including 30 September 1995. The Preference Dividend for the period commencing on 1 October 1995 until and including 30 September 1996 shall be paid as to £50,000 on 31 March 1996 and the balance of the Preference Dividend for such period on 30 September 1996. For the period commencing on 1 October 1996 and for all periods thereafter the Preference Dividend shall be payable in equal instalments half yearly on the last day of March and September, the first such payment to be made on 31 March 1997.
- 3.1.2 Second in paying to the holders of the 'A' ordinary shares a fixed cumulative preferential net cash dividend (hereinafter in these articles referred to as 'the Fixed Dividend') of 9.75 pence per annum on each share accruing from the date of subscription for the 'A' ordinary shares. The first payment of the Fixed Dividend shall be made on 30 September 1995 for the period from the date of subscription of the 'A' ordinary shares until and including 30 September 1995.

The Fixed Dividend for the period commencing 1 October 1995 until and including 30 September 1996 shall be paid on 30 September 1996. For the period commencing on 1 October 1996 and for all periods thereafter the Fixed Dividend shall be payable in equal instalments half yearly on the last day of March and September, the first such payment to be made on 31 March 1997.

- 3.1.3 Third in paying to the holders of the 'A' ordinary shares as a class in respect of each financial year of the Company a cumulative preferential net cash dividend (hereinafter in these articles referred to as 'the Participating Dividend') of a sum which when added to the total of the Fixed Dividend payable in respect of that year is equal to X% of the Net Profit (calculated as hereinafter provided) for the relevant financial year. The Participating Dividend (if any) shall be paid not later than 6 months after the end of each successive accounting reference period of the Company or not later than 45 days after the audit report on the accounts of the Company for such period is signed by the Company's auditors, whichever is earlier.

For the purpose of calculating the Participating Dividend 'X' shall have the following values in respect of the Net Profit for each of the years ending on or current at the following dates:-

<u>Date</u>	<u>Value of X</u>
31 August 1995	5
31 August 1996	5
31 August 1997	5
31 August 1998	5
31 August 1999 and for all subsequent years	10

For the purpose of calculating the Participating Dividend, the expression 'Net Profit' shall mean the consolidated profit on ordinary activities before taxation of the Company and its subsidiaries calculated on the historical cost accounting basis and shown in the audited consolidated profit and loss account of the

Company and its subsidiaries for the relevant financial year (to the nearest £1) but adjusted by:-

- 3.1.3.1 adding back any payment or provision which has been made for 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 and any amortisation of goodwill;
 - 3.1.3.2 disregarding extraordinary items;
 - 3.1.3.3 adding back any amount in excess of £175,000 (subject to Annual Review) in the aggregate charged in respect of emoluments payable to Relevant Directors.
- 3.1.4 Fourth in paying to the holders of the 'A' ordinary shares in respect of each financial year of the Company a cumulative preferential net cash dividend (hereinafter in these articles referred to as 'the Compensatory Dividend') on each share of an amount equal to the Excess Remuneration (as hereinafter defined) divided by the number of ordinary shares held by or on behalf of Relevant Directors in issue on the last day of the relevant financial year.

For the purpose of calculating the Compensatory Dividend the expression 'Excess Remuneration' shall mean emoluments in excess of £175,000 (subject to Annual Review) in the aggregate (or such higher sum as may be agreed in writing from time to time by the holders of 75% of the 'A' ordinary shares) payable in respect of the relevant financial year to Relevant Directors after deducting income tax at the basic rate on such excess sum. The Compensatory Dividend (if any) shall be paid on the due date for payment of the Participating Dividend.

- 3.1.5 No dividend shall be declared or paid to the holders of ordinary shares in respect of any financial year of the Company unless and until:-

3.1.5.1 the Preference Dividend and the Fixed Dividend and the Participating Dividend (if any) have been paid in full in respect of that financial year and in respect of all previous financial years of the Company;

3.1.5.2 any Compensatory Dividend due has been paid in full; and

3.1.5.3 all preference shares which have fallen due for redemption have been redeemed

but subject thereto and provided that the profits of the Company available for distribution following any distributions made and any distribution proposed to be made pursuant to this article 3.1.5 (including for the avoidance of doubt article 3.1.5.5) are not less than £750,000 the profits which the Company may determine to distribute in respect of any financial year shall be applied:-


3.1.5.4 First in paying to the holders of the ordinary shares a net cash dividend on each share of an amount up to but not exceeding the aggregate of the Fixed Dividend and the Participating Dividend paid on each 'A' ordinary share for such year; and


3.1.5.5 Second in distributing the balance of such profits amongst the holders of the 'A' ordinary shares and the ordinary shares (pari passu as if the same constituted one class of share).

3.1.6 Except as provided in articles 3.1.1 to 3.1.5 (inclusive) no dividend may be declared or paid without the prior written consent of both:-

- (i) the holders of 75 % of the 'A' ordinary shares; and
- (ii) the holders of 75 % of the ordinary shares.

- 3.1.7 Every dividend shall be distributed to the appropriate shareholders pro-rata according to the amounts paid up or credited as paid up on the shares held by them respectively and shall accrue on a daily basis.
- 3.1.8 Unless the Company has insufficient profits available for distribution and is thereby prohibited from paying dividends by the Act and always provided that no Event of Default has occurred and is continuing or would occur as a result of the paying of dividends (unless such Event of Default has ceased to apply pursuant to article 3.1.12) the Preference Dividend and the Fixed Dividend and the Participating Dividend and the Compensatory Dividend shall (notwithstanding regulations 102 to 108 inclusive contained in Table A or any other provision of these articles and in particular notwithstanding that there has not been a recommendation of the directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend.
- 3.1.9 The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of any redemption moneys due on the preference shares and the Preference Dividend and the Fixed Dividend and the Participating Dividend and the Compensatory Dividend.
- 3.1.10 If any dividends on the 'A' ordinary shares are not paid on the dates specified for payment in these articles then the amount of such overdue dividends will be increased by 10% per annum such increase to accrue daily from the date specified for payment in these articles save that such increase shall not accrue until the dividend in question may be lawfully paid.
- 3.1.11 If any dividends are due to be paid on a certain date but payment is prohibited under article 3.1.8 or article 3.1.12 or by the Act then such dividends will be paid to the maximum extent permissible as soon as permissible hereunder in priority to any other dividends.

3.1 

3.1.12 Notwithstanding the foregoing provisions of this article, no dividends shall be paid or made if to do so would constitute an Event of Default or if and for so long as an Event of Default has occurred and is continuing save that for the purpose of this article 3.1 any of the Events of Default specified in Clauses 12.3, 12.12 to 12.15 (inclusive) and 12.17 to 12.20 (inclusive) of the Term Loan Facilities Agreement shall not be regarded as continuing if more than ninety days have elapsed since the Event of Default in question has occurred and the Bank has not exercised the rights conferred on it by Clause 18 of the Term Loan Facilities Agreement. 

3.2 Capital

On a return of assets on liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall subject to the terms of the Share Warrant be applied as follows:-

- 3.2.1 first in paying to the holders of the preference shares £1 per share together with a sum equal to any arrears or accruals of the Preference Dividend calculated down to the date of the return of capital;
- 3.2.2 second in paying to the holders of the 'A' ordinary shares £1 per share together with a sum equal to any arrears or accruals of the Fixed Dividend, the Participating Dividend and the Compensatory Dividend calculated down to the date of the return of capital;
- 3.2.3 third in paying to the holders of ordinary shares £1 per share plus an amount per share equal to the aggregate amount per share (if any) paid to the holders of the 'A' ordinary shares in respect of any accrual or payment of the Fixed Dividend and the Participating Dividend for the accounting period in which the return of capital occurs; and
- 3.2.4 the balance of such assets shall be distributed amongst the holders of the 'A' ordinary shares and ordinary shares (pari passu as if the same constituted one

class of share) in proportion to the amounts paid up or credited as paid up on the 'A' ordinary shares and ordinary shares held by them respectively.

3.3 Conversion

The holders of the 'A' ordinary shares may at any time convert the whole of their 'A' ordinary shares into a like number of ordinary shares and the following provisions shall have effect:-

- 3.3.1 the conversion shall be effected by notice in writing given to the Company signed by the holders of 75% of the 'A' ordinary shares and the conversion shall take effect immediately upon the date of delivery of such notice to the Company unless such notice states that conversion is to be effective when any conditions specified in the notice have been fulfilled in which case conversion shall take effect when such conditions have been fulfilled. A conversion notice once served may not be revoked;
- 3.3.2 forthwith after conversion takes effect the holders of the ordinary shares resulting from the conversion shall send to the Company the certificates in respect of their respective holdings of 'A' ordinary shares and the Company shall issue to such holders respectively certificates for the ordinary shares resulting from the conversion;
- 3.3.3 the ordinary shares resulting from the conversion shall rank from the date of conversion *pari passu* in all respects with the other ordinary shares in the capital of the Company;
- 3.3.4 on the date of conversion the Company shall pay a dividend to the holders of the 'A' ordinary shares of a sum equal to any arrears or accruals of the dividends on the 'A' ordinary shares calculated on a daily basis to the date of conversion and the Participating Dividend shall be calculated *pro rata* according to the profits of the Company and its subsidiaries for the relevant financial year down to the date of such conversion such profits to be calculated by the Company on a

basis reasonably acceptable to the holders of 75% of the 'A' ordinary shares. If there is any dispute as to the basis of calculation the matter shall be determined by the auditors of the Company (at the cost of the Company), acting as experts and not arbitrators.

3.4 Redemption

- 3.4.1 Subject to the provisions of the Act and the terms of article 3.4.6 on each of the dates set out below that number of preference shares set out below opposite the relevant date shall be redeemed:-

<u>Redemption date</u>	<u>Number of shares redeemable</u>
30 September 1999	191,105
30 September 2000	191,105
30 September 2001	377,500
30 September 2002	1,132,500
30 September 2003	1,887,500

and any shares not redeemed upon the due date shall be redeemed to the maximum extent permissible forthwith as soon as permissible in priority to any other redemptions.

- 3.4.2 Subject to the provisions of the Act the Company may provided there are no arrears of dividend on the 'A' ordinary shares or preference shares redeem pursuant to clause 5.2.3 of the Term Loan Facilities Agreement all or (in amounts of not less than 50,000 shares) some of the preference shares in advance of the due date for redemption and in the absence of any contrary agreement between the holders of 75% of the preference shares and the Company any partial early redemption shall be deemed to relate to the shares falling due for redemption in inverse order of maturity.

- 3.4.3 Subject to the provisions of the Act all of the preference shares shall (unless the Company and the holders of 75% of the preference shares) agree otherwise) be redeemed immediately upon any of the following dates:-
- 3.4.3.1 the date upon which any of the equity share capital of the Company is admitted to the Official List of the Stock Exchange or permission for any of the equity share capital of the Company to be dealt in on the Unlisted Securities Market or any other recognised investment exchange (as defined in section 207 of the Financial Services Act 1986) becomes effective; or
- 3.4.3.2 the date upon which a successful offer to purchase 90% or more of the issued equity share capital of the Company (or 90% or more of all such capital when aggregated with any already held by the offeror) is completed.
- 3.4.4 On the dates fixed for any redemption the Company shall pay to each registered holder of preference shares the amount payable in respect of such redemption and upon receipt of that amount each such holder shall surrender to the Company the certificate for his shares which are to be redeemed in order that they may be cancelled provided that if any certificate so surrendered includes any shares not redeemable at that time the Company shall issue a fresh certificate for the balance of the shares not redeemable to the holder. If there is more than one holder of preference shares any redemption shall be made among such holders pro rata (as nearly as may be) to their respective holdings.
- 3.4.5 The Company shall pay on each of the preference shares so redeemed the sum of £1 and shall contemporaneously pay any arrears or accruals of the Preference Dividend calculated to the date of redemption and in the absence of any direction to the contrary by the holder of the relevant preference share any moneys paid on redemption of such share shall relate first to the said arrears and accruals of Preference Dividend. The Preference Dividend shall cease to accrue from the date of payment of the redemption moneys.

3.4.6 Notwithstanding the foregoing provisions of this article, no redemptions shall be paid or made if to do so would constitute an Event of Default or if and for so long as an Event of Default has occurred and is continuing save that for the purpose of this article 3.4 any of the Events of Default specified in Clauses 12.3, 12.12 to 12.15 (inclusive) and 12.17 to 12.20 (inclusive) of the Term Loan Facilities Agreement shall not be regarded as continuing if more than ninety days have elapsed since the Event of Default in question has occurred and the Bank has not exercised the rights conferred on it by Clause 18 of the Term Loan Facilities Agreement.

Class Rights

4. Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, only with the consent in writing of 3i or the holders of 75% of the issued shares of that class. Without prejudice to the generality of this article, the special rights attached to the preference shares and the 'A' ordinary shares shall be deemed to be varied by the occurrence of any of the following without the prior written consent of 3i or the holders of 75% of the issued shares of that class:-
- 4.1 by the grant of any option or other right to subscribe for shares and by any alteration or increase or reduction or sub-division or consolidation of the authorised or issued capital of the Company (with the exception of the issue of the Share Warrant or 'A' ordinary shares pursuant thereto) or of any of its subsidiaries, or any variation of the rights attached to any of the shares for the time being in the capital of the Company or of any of its subsidiaries; or
- 4.2 by the disposal of the undertaking of the Company or of any of its subsidiaries or any substantial part thereof or by the disposal of any share in the capital of any subsidiary of the Company; or

- 4.3 by the acquisition of any interest in any share in the capital of any company by the Company or any of its subsidiaries; or
- 4.4 by the application by way of capitalisation of any sum in or towards paying up any debenture or debenture stock of the Company; or
- 4.5 by any alteration of the restrictions on the powers of the directors of the Company and its subsidiaries to borrow give guarantees or create charges; or
- 4.6 by the winding up of the Company; or
- 4.7 by the redemption of any of the Company's shares (other than the preference shares or pursuant to article 19 of these articles) or by the entering into of a contract by the Company to purchase any of its shares; or
- 4.8 by any alteration of the Company's memorandum or articles of association; or
- 4.9 by any alteration of the Company's accounting reference date; or
- 4.10 by the entering into of a written service agreement with any director or connected person (as defined by section 839 Income and Corporation Taxes Act 1988) or the material variation of any such existing service agreement with any such person; or
- 4.11 by the calling of a meeting of the Company to effect or approve any matter which would by virtue of this article be a variation of the class rights of the 'A' ordinary and preference shares.

Lien

- 5. The lien conferred by regulation 8 of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

Calls

6. 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 regulation 18 in Table A of the words 'and all expenses that may have been incurred by the Company by reason of such non-payment.'

Transfer of Shares

7. The directors shall refuse to register any transfer of shares made in contravention of the provisions of these articles but (subject to Regulation 24 of Table A) shall not otherwise be entitled to refuse to register any transfer of shares. For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these articles, the directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the directors within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question.

- 8.1 For the purposes of these articles, 'Privileged Relation' in relation to a member means the spouse or widow or widower of the member and the member's children and grandchildren (including step and adopted children and their issue but excluding infants) and step and adopted children of the member's children.

- 8.2 Notwithstanding any other provision in these articles any member may at any time transfer (or by will bequeath or otherwise dispose of on death) all or any shares held by him to a Privileged Relation.

- 8.3 If any person (an 'Employee Member') ceases to be an employee or director of the Company or its subsidiaries and does not forthwith become or continue to be an employee or director of the Company or its subsidiaries ~~Transfer Notices (as hereinafter defined)~~

the Company → shall be deemed to have been served forthwith upon such ~~cessation~~ ^{notice} in respect of:-

may by notice served upon the Employee Member at any time within six months of him ceasing to be a director or employee (as the case may be) by notice requiring that he

a Transfer notice (as hereinafter defined)
14



8.3.1 all shares held by the Employee Member; and

8.3.2 all shares originally held by the Employee Member but held by his Privileged Relations at the time of such cessation.

9.1 Save as otherwise provided in these articles every member who desires to transfer any shares (hereinafter called 'the Vendor') shall give to the Company notice in writing of such desire (hereinafter called a 'Transfer Notice'). Subject as hereinafter mentioned a Transfer Notice shall constitute the Company the Vendor's agent for the sale of the shares specified therein (hereinafter called 'the Sale Shares') in one or more lots at the discretion of the directors in accordance with these articles at the Sale Price. The Sale Price shall be the price agreed by the Vendor and the directors or if the Vendor and the directors are unable to agree a price within 28 days of the Transfer Notice being given or being deemed to have been given the price which a chartered accountant (acting as an expert and not as an arbitrator) nominated by agreement between the Vendor and the Company or in default of such agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest, on the assumption that the Sale Shares are capable of transfer without restriction and on the basis that the shares are to be sold between a willing vendor and a willing purchaser on a sale of the entire equity share capital of the Company. Save for shares sold pursuant to a deemed Transfer Notice the Transfer Notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this article none shall be sold ('a total transfer notice') and any such provision shall be binding on the Company.

9.2 If a chartered accountant is asked to certify the fair value as aforesaid his certificate shall be delivered to the Company and as soon as the Company receives the certificate it shall furnish a certified copy thereof to the Vendor and save for shares sold pursuant to a deemed Transfer Notice the Vendor shall be entitled by notice in writing given to the Company within ten days of the service upon him of the certified copy to cancel the Company's authority to sell the Sale Shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case the Vendor shall bear the cost.

9.3 Upon the price being fixed as aforesaid and provided the Vendor shall not give a valid notice of cancellation the Company shall forthwith offer the Sale Shares as follows:-

9.3.1 in the cases of 'A' ordinary shares and preference shares, to all holders of 'A' ordinary shares (other than the Vendor) pro rata as nearly as may be in proportion to the existing numbers of 'A' ordinary shares held by such members; and

9.3.2 in the case of ordinary shares, to all holders of ordinary shares (other than the Vendor) pro rata as nearly as may be in proportion to the existing numbers of ordinary shares held by such members

and in all such cases giving details of the number and the Sale Price of such Sale Shares. The Company shall invite each such member as aforesaid to state in writing within twenty-one days from the date of the notice whether he is willing to purchase any of the Sale Shares so offered to him and if so the maximum thereof which he is willing to purchase. If at the expiration of the said period of twenty-one days there are any Sale Shares offered which any of the members hereinbefore mentioned have not so stated their willingness to purchase the Company shall offer such shares to such members as have stated in writing their willingness to purchase all the shares previously offered to them. Such remaining shares shall be offered pro rata as nearly as may be in proportion to existing numbers of 'A' ordinary shares or ordinary shares (as the case may be) then held by such members which offer shall remain open for a further period of twenty-one days. If at the expiration of the said further period of twenty-one days there are any Sale Shares which any of the members hereinbefore mentioned have not stated their willingness to purchase the Company shall offer such shares as follows:-

9.3.3 in the cases of 'A' ordinary shares and preference shares, to all holders of ordinary shares (other than the Vendor if applicable) pro rata as nearly as may be in proportion to the existing numbers of ordinary shares held by such members; and

9.3.4 in the case of ordinary shares, to all holders of 'A' ordinary shares (other than the Vendor if applicable) pro rata as nearly as may be in proportion to the existing numbers of 'A' ordinary shares held by such members

and in all such cases giving details of the number and the Sale Price of such Sale Shares. The Company shall invite each such member to whom shares have been offered under this article to state in writing within twenty-one days from the date of the relevant notice whether he is willing to purchase any of the Sale Shares so offered to him and if so the maximum thereof which he is willing to purchase. If at the expiration of the said third period of twenty-one days there are any Sale Shares which any of the members to whom they have been offered have not so stated their willingness to purchase the Company shall offer such shares to such members as have stated in writing their willingness to purchase all the shares previously offered to them. Such remaining shares shall be offered pro rata as nearly as may be in proportion to existing numbers of ordinary shares or 'A' ordinary shares (as the case may be) then held by such members which offer shall remain open for a fourth period of twenty-one days.

9.4 If the Company shall pursuant to the above provisions of this article find a member or members of the Company willing to purchase all or (unless a total transfer notice has been served) any of the Sale Shares the Vendor shall be bound upon receipt of the Sale Price to transfer the Sale Shares (or unless a total transfer notice has been served such of the same for which the Company shall have found a purchaser or purchasers) to such persons. If the Vendor shall make default in so doing the Company shall if so required by the person or persons willing to purchase such Sale Shares receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of the purchasers in the Register of Members as the holder of such of the Sale Shares as shall have been transferred to them as aforesaid.

9.5 If the directors shall not have found a member or members of the Company willing to purchase all of the Sale Shares pursuant to the foregoing provisions of this article the Vendor shall at any time within six months after the final offer by the Company to its members be at liberty to sell and transfer such of the Sale Shares as have not been so sold

to any person at a price being no less than the Sale Price. If a total transfer notice has been served the Vendor may sell all (but not some only) of the Sale Shares in accordance with this article.

9.6 The foregoing provisions of this article shall not apply to a transfer if the holders of 75% of the ordinary shares and the holders of 75% of the 'A' ordinary shares so direct in writing and the directors shall be obliged to register any such transfer.

9.7 Subject to the provisions of articles 8 and 10, any purported transfer of shares otherwise than in accordance with the foregoing provisions of this article 9 shall be void and have no effect.

10. Notwithstanding the provisions of any other Article:-

10.1 a transfer of any shares in the Company held by an Investor ("Original Transferor") may be made between the Original Transferor and any subsidiary company of the Original Transferor or any holding company of the Original Transferor or another subsidiary of such holding company or between one subsidiary of such holding company and such holding company or any other such subsidiary without restriction as to price or otherwise PROVIDED THAT if subsequently such transferee ceases to be a subsidiary of the ultimate holding company of the Original Transferor, such transferee shall prior to it ceasing to be a subsidiary of the ultimate holding company of the Original Transferor transfer any shares in the Company held by it to the Original Transferor or any subsidiary or any holding company of the Original Transferor and provided that if such transferee fails to so transfer such shares it shall:-

10.1.1 forthwith notify the directors in writing that such event has occurred; and

10.1.2 be deemed to have given a Transfer Notice in respect of such shares and the provisions of Article 9 shall apply accordingly;

10.2 a transfer of any shares in the Company held by an Investor and which is held by such Investor as a nominee or on trust for one or more beneficial owners may be made between

that Investor and any other nominee or trustee or the beneficial owner for the time being without restriction as to price or otherwise;

- 10.3 a transfer of any shares in the Company held by a nominee for an Investor may be made between such nominee and any other nominee for the Investor or the Investor without restriction as to price or otherwise PROVIDED ALWAYS THAT if subsequently such nominee becomes the beneficial owner of any shares held by it as a nominee, such nominee shall (unless such shares may be transferred to the nominee other than in its capacity as nominee pursuant to the provisions of this article 10):-

10.3.1 forthwith notify the directors in writing that such event has occurred;

10.3.2 be deemed to have a Transfer Notice in respect of such shares and the provisions of article 9 shall apply accordingly;

- 10.4 a transfer of any shares in the Company held by any member of the Company as a nominee or on trust, whether directly or indirectly, for an approved scheme or schemes as defined in section 26(1) of the Finance Act 1970, may be made between that member and any other nominee or trustee, whether direct or indirect, for the same approved scheme or schemes without restriction as to price or otherwise PROVIDED THAT if subsequently such nominee or trustee (as the case may be) ceases to be a trustee or nominee for such approved scheme or schemes, such nominee or trustee (as the case may be) shall:-

10.4.1 forthwith notify the directors in writing that such event has occurred; and

10.4.2 be deemed to have given a Transfer Notice in respect of such shares and the provisions of Article 9 shall apply accordingly;

- 10.5 a transfer of any shares in the Company held by an Investor (or a nominee of an Investor) who is:-

10.5.1 a person whose principal business is to make, manage or advise upon investments (an "Investment Manager"); or

10.5.2 a fund, partnership, company, syndicate or other entity whose principal purpose is to make investments and whose business is managed by an Investment Manager (an "Investment Fund"); or

10.5.3 a nominee of an Investment Manager or an Investment Fund

may be made between the Investor (or its nominee) and:-

10.5.3.1 where the Investor is an Investment Manager or a nominee of an Investment Manager:-

10.5.3.1.1 any participant or partner in or member of any Investment Fund in respect of which the shares are held (but only in connection with the dissolution of such Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course);

10.5.3.1.2 any Investment Fund whose business is managed by the Investment Manager who is or whose nominee is the transferor

10.5.3.1.3 any other Investment Manager who manages the business of the Investment Fund in respect of which the shares are held;

10.5.3.2 where that Investor is an Investment Fund or a nominee of an Investment Fund:-

10.5.3.2.1 any participant or partner in or member of the Investment Fund which is or whose nominee is the transferor (but only in connection with the dissolution of such Investment Fund or any distribution of assets of the Investment Fund

pursuant to the operation of the Investment Fund in the ordinary course);

10.5.3.2.2 any other Investment Fund whose business is managed by the same Investment Manager as the Investment Fund which is or whose nominee is the transferor;

10.5.3.2.3 the Investment Manager who manages the business of the Investment Fund which is or whose nominee is the transferor

(or, in any such case, a nominee on behalf thereof) without restriction as to price or otherwise;

10.6 the Directors may refuse to register the transfer of any shares made pursuant to article 10 if the transferee is a company whose business is in direct competition with the business of the Company at the time of such transfer provided always that the Directors may not refuse to register the transfer of any shares pursuant to this article 10.6 by reason of the transferee holding shares in any company whose business is in competition with the business of the Company provided that such transferee is a bona fide financial institution carrying on the business of making investments.

Limitation on transfer of control

11.1 No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without the consent in writing of both the holders of 75% of the 'A' ordinary shares and the holders of 75% of the ordinary shares if as a result of such sale or transfer and registration thereof a Major Interest (as hereinafter defined) would be obtained in the Company:-

11.1.1 by a company who is not an Original Member (other than a company to which article 11.1.2 applies) or by a person or persons who are not Original Members (as hereinafter defined) unless the proposed transferee or transferees or his or their

nominees are independent third parties acting in good faith and has or have offered to purchase all the 'A' ordinary shares and the ordinary shares at the Specified Price (as hereinafter defined) and (if not redeemed) all the preference shares at a price per share of at least £1 plus a sum equal to any arrears or accruals of the Preference Dividend grossed up at the rate of corporation tax then in force calculated down to the date of sale or transfer; or

11.1.2 by a company in which one or more of the members of the Company or persons acting in concert (which expression shall have the meaning ascribed to it in the October 1990 edition of the City Code on Takeovers and Mergers) with any member of the Company has or as a result of such sale or transfer will have a Major Interest.

11.2 For the purpose of this article:-

11.2.1 the expression 'a Major Interest' shall mean an interest in shares in a company conferring in the aggregate 25% or more of the total voting rights conferred by all the issued shares in that company;

11.2.2 the expression 'Original Members' shall mean ^{the Investors and} any company or persons or partnership who were members of the Company on the date of the adoption of these articles and the Privileged Relations of such members and any company or person or partnership to whom shares are transferred pursuant to the provisions of article 10 and 19;

11.2.3 the expressions 'transfer' and 'transferee' shall include respectively the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment; and

11.2.4 the expression 'the Specified Price' shall mean the consideration (in cash or otherwise) per share equal to the highest price offered or paid or payable by the proposed transferee or transferees or his or their nominees for any other equity shares in the Company during the previous twelve months plus the relevant

proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other 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 such other shares provided that if any part of the price per share is payable otherwise than by cash the holders of the 'A' ordinary shares and the ordinary shares may at their option elect to take a price per share of such cash sum as may be agreed by them having regard to the substance of the transaction as a whole plus a sum equal to any arrears or accruals of the dividends on such share grossed up at the rate of corporation tax then in force calculated down to the date of sale or transfer and in the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as an expert and not as an arbitrator) nominated by 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) whose decision shall be final and binding.

- 11.3 All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this article.

Voting

- 12.1 Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall (except as hereinafter provided) have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder.
- 12.2 The holders of the preference shares shall be entitled to receive notice of all general meetings but shall not by reason of such holding be entitled to attend or vote thereat

Appointment of Directors

13. 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. In addition, the holders of shares representing more than half of the shares which carry the right to attend a vote at general meetings of the Company may by notice to the Company together appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

Proceedings of Directors

14. Notice of every meeting of the directors shall be given to each director at any address supplied by him to the Company for that purpose whether or not he be present in the United Kingdom provided that any director may waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him.
- 15.1 Subject to the provisions of the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:-
- 15.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
- 15.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
- 15.1.3 may (and any firm or company of which he is a partner or member or director may) act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- 15.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no

such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and

15.1.5 shall be entitled to vote and be counted in the quorum on any matter concerning the foregoing paragraphs of this article.

15.2 For the purposes of this article:-

15.2.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

15.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

15.2.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these articles were adopted) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

Directors' Borrowing Powers

16. Subject as hereinafter provided the directors may exercise " the powers of the Company (whether express or implied):-

16.1 of borrowing or securing the payment of money;

16.2 of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts; and

- 16.3 of mortgaging or charging the property assets and uncalled capital of the Company and (subject to section 80 of the Act) of issuing debentures

but so that:-

- 16.4 the directors of the Company shall procure that the aggregate amounts for the time being remaining undischarged by virtue of any of the foregoing operations by the Company and all subsidiaries of the Company and by virtue of any like operations by the Company and all subsidiaries of the Company (including any liability (whether ascertained or contingent) under any guarantee for the time being in force and including amounts due under any hire purchase, credit sale, conditional sale or leasing agreements (other than leases of real or heritable property) which can in accordance with current accounting practice be attributed to capital but excluding inter-company loans, mortgages and charges) shall not without the previous sanction of the holders of 75 % of the 'A' ordinary shares and the holders of 75 % of the preference shares exceed a sum which is the greater of £10,000,000 and twice the aggregate of the nominal amount of the share capital of the Company for the time being issued and paid up or credited as paid up and the amounts for the time being standing to the credit of the capital and revenue reserves and the share premium account of the Company and all its subsidiaries (excluding any amounts arising from the writing up of the book values of any capital assets any amounts attributable to goodwill and minority interests and any amounts set aside for future taxation) all as shown by the then latest audited consolidated balance sheet of the Company;
- 16.5 no such sanction shall be required to the borrowing of any sum of money intended to be applied in the repayment (with or without premium) of any moneys then already borrowed and outstanding, notwithstanding that the same may result in such limit being exceeded;
- 16.6 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 has been or was thereby exceeded;

- 16.7 except with the previous sanction of the holders of 75% of the 'A' ordinary shares and the holders of 75% of the preference shares no mortgage or charge shall be created on any part of the undertaking property or assets of the Company or any subsidiary of the Company except for the purpose of securing moneys borrowed from any member of an Investor's Group with interest thereon and from bankers with interest thereon and bank charges.

Special Director

17. Notwithstanding any other provisions of these articles 3i shall be entitled to appoint as a director of the Company any person (herein referred to as a 'Special Director') approved by the directors (whose approval shall not be unreasonably withheld) and to remove from office any person so appointed and (subject to such approval) to appoint another person in his place. Upon written request by 3i the directors shall also procure that the Special Director is appointed and acts as Chairman of the board of directors of the Company. The remuneration and reasonable expenses to be paid to a Special Director shall be payable by the Company and shall be such sum as may be agreed between him and the Company or failing agreement such reasonable sum as shall be fixed by 3i recognising the contribution expected to be made or made to the Company by the Special Director. Upon written request by 3i the Company shall also procure that a Special Director be appointed a director to any subsidiary of the Company.

Indemnity

18. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or 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 the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted

to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

Syndication

19.1 Any holder of 'A' ordinary shares and preference shares may with the agreement of 3i at any time before 30 April 1995 require redemption of such of its 'A' ordinary shares and/or preference shares as it may specify up to a maximum of one half of its original holding of such shares. The persons whose shares are being redeemed are in this article called 'the Redeeming Shareholders'. The shares being redeemed are in this article called 'the Redemption Shares'.

19.2 Redemption in accordance with this article and subject to the provisions of the Act may only be made if the Redeeming Shareholders contemporaneously procure one or more persons ('the New Subscribers') to subscribe for shares ('the New Shares') of the same number, class and nominal value as the Redemption Shares.

19.3 The redemption price for the Redemption Shares shall be the price per share at which they were originally subscribed. The subscription price for the New Shares shall be the same as the redemption price for the equivalent Redemption Shares.

19.4 The Company hereby irrevocably authorises the Redeeming Shareholders to receive the subscription moneys from the New Subscribers on its behalf and upon such receipt such subscription moneys will be deemed applied in payment by the Company of the redemption moneys due on the Redemption Shares. In addition for the purposes of section 160 of the Act the subscription proceeds of the New Shares will be deemed to be the source out of which the redemption of the Redemption Shares is made.

19.5 Upon receipt of the subscription moneys the Redeeming Shareholders will deliver to the Company the share certificates for the shares being redeemed and will furnish the Company with the following details:-

- (i) the identity of the New Subscriber;

- (ii) the amount of the subscription moneys received;
- (iii) the number and class of the shares being redeemed/subscribed for;
- (iv) the effective date of the redemption/subscription (being the date of receipt by the Redeeming Shareholders of the subscription moneys);

whereupon:-

- (a) the Company will issue the Redeeming Shareholders with balancing certificates for the shares not being redeemed;
- (b) the directors will allot and issue to the New Subscribers the shares for which they have subscribed and will deliver to them share certificates in respect of the same.

19.6 For the purposes of section 80 of the Act the directors are hereby unconditionally authorised to allot to the New Shareholders up to a total of 110,145 'A' ordinary shares of £1 each and 1,889,855 preference shares of 10 pence each. By virtue of section 91 of the Act section 89(1) of the Act shall not apply to any such allotments. The authority contained in this sub-article shall terminate on 30 April 1995.

19.7 The New Shares shall have identical rights as the Redemption Shares which they replace save that dividends shall only accrue thereon from the date of subscription therefor.

19.8 Forthwith upon redemption the dividends on the Redemption Shares shall cease to accrue. Any dividends accrued on the Redemption Shares down to the date of redemption shall remain the property of the Redeeming Shareholders and shall be paid on the same date as they would have been had redemption not taken place. If any legal objection shall be raised to the payment of this dividend on the grounds that the shares in respect of which it is being paid have ceased to exist then an equivalent dividend shall be deemed to have accrued on the shares retained by the Redeeming Shareholders.