

Company Number:- 3126731

THE COMPANIES ACT 1985
and
THE COMPANIES ACT 1989



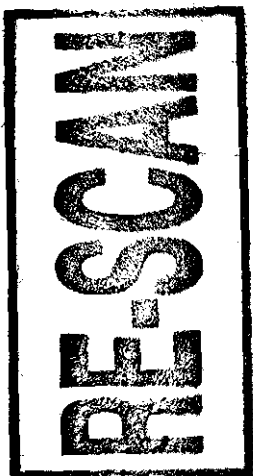
COMPANY LIMITED BY SHARES

SPECIAL AND ORDINARY RESOLUTIONS

of

FIRST MOTORWAY SERVICES LIMITED

(Passed 21 June 1999)



Pursuant to Regulation 53 of Table A which is incorporated in the Articles of Association of the Company, the undermentioned Resolutions have been passed in the case of Resolutions 4 and 5 as Special Resolutions and in the case of Resolutions 1, 2 and 3 as Ordinary Resolutions of the Company (as if passed at a General Meeting duly convened and held) and have been assented to by the Members of the Company listed after them (being all the Members entitled to attend and vote at a General Meeting of the Company).

RESOLUTIONS

Cancellation of Shares

- 1 THAT the unissued 142,500 A2 ordinary shares of 1p each and the 1,816,875 A2 preference shares of 1p each in the capital of the Company be hereby cancelled pursuant to Section 121(2)(e) of the Companies Act 1985.

Increase in authorised capital

- 2 THAT the authorised share capital of the Company after the cancellation of shares referred to in resolution number 1 above be hereby increased to £146,077.68 by the creation of an additional:-
 - (a) 397,457 A1 ordinary shares of 1p each; and
 - (b) 85,311 B ordinary shares of 1p each;

all such shares having the respective rights and being subject to the restrictions set out in the articles of association of the Company as proposed to be adopted by resolution number 5 below.

31-3-00 430

Approval of share allotment and share subscription and exclusion of pre-emption rights

- 3 THAT the Directors be and are hereby generally and unconditionally authorised to exercise all the powers of the Company to allot relevant securities (within the meaning of Section 80 of the Companies Act 1985) ("the Act") such that the Company has an issued share capital having an aggregate nominal amount of up to £146,077.68 in substitution for any authority previously conferred upon them save to the extent that the same may already have been exercised PROVIDED that this authority shall expire on the fifth anniversary after the passing of this Resolution, save that the Company may, before such expiry, make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such offer or agreement as if the authority conferred hereby had not expired.
- 4 THAT subject to the passing of the previous Resolution the Directors be and are hereby empowered pursuant to Section 95 of the Act to allot equity securities (within the meaning of Section 94 of the Act) pursuant to the authority conferred by the previous Resolution, as if Section 89(1) of that Act did not apply to any such allotment PROVIDED that this power shall be limited to the allotment of equity securities such that the Company has an issued share capital having an aggregate nominal amount of up to £146,077.68 and shall expire on the fifth anniversary years after the date of passing of this Resolution, save that the Company may, before such expiry, make an offer or agreement which would or might require the allotment of equity securities in pursuance of such offer or agreement as if the power conferred hereby had not expired.

Adoption of new articles of association

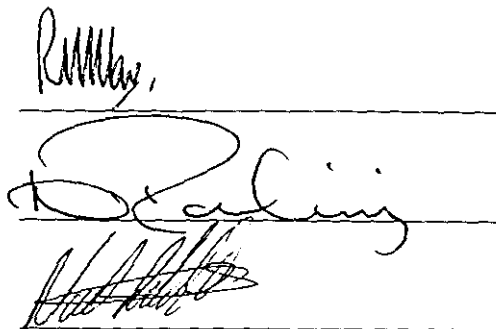
- 5 THAT the articles of association contained in the printed document attached to these resolutions marked A and for the purpose of identification signed by the chairman of the Board be and the same are approved and adopted as the articles of association of the Company in substitution for and to the exclusion of all the existing articles of association of the Company.

Signed:

Robin Millar

Nicholas Palmizzi

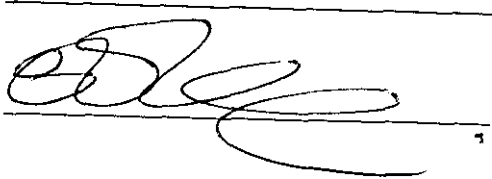
Noel Richards



Gary Ward

A handwritten signature in black ink, appearing to read 'G. Ward', written over a horizontal line.

3i Group Plc

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, written over a horizontal line.

Barrington House Nominees Limited

"A"

~~[DOES NOT TAKE ACCOUNT OF BoS WARRANT]~~
~~[BoS shares will be 35,310 ords]~~

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION
of

FIRST MOTORWAY SERVICES LIMITED

Registered Number 3126731

(adopted by special resolution on ^{21 June '99} June 1999{—————})

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. The expression 'member of the 3i Group' means 3i, any subsidiary of 3i and any holding company of 3i and any subsidiary of such holding company and 'the 3i Group' shall be construed accordingly.
 - 1.4 'Wren' means Wren Investments Limited.
 - 1.5 The expression 'Investor' shall mean each of 3i and Wren and any person who is or becomes an Investor for the purposes of the Investment Agreement or the Further Investment Agreement, or any nominee of 3i or Wren or of any such person. 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' or 'Group' shall be construed accordingly.

- 1.6 'the Investment Agreement' means the agreement for share subscription dated 25 April 1996 entered into between the Company (1) the Promoters (as defined therein) (2) 3i plc (3) 3i (4).
- 1.7 'the Further Investment Agreement' means the agreement for share subscription and loan entered into or to be entered into between the Company (1) the Promoters (as defined therein) (2) 3i (3) 3i plc (4) and Wren (5).
- 1.8 'Share Option Deed' means the Deed containing the First Option and the Second Option (both as defined therein) made between the Company, the Grantors (as defined therein) and the Grantees (as defined therein).
- 1.9 The expression 'Syndicatee' has the meaning attributed to it in the Investment Agreement.
- 1.10 The expression 'voting rights' shall be construed in accordance with section 736(A) of the Act.
- 1.11 The word 'emoluments' shall include all salary and all items set out in paragraph 1(3) of schedule 6 to the Act.
- 1.12 A reference to 'A' ordinary shares shall be a reference to all the 'A1' ordinary shares together. A reference to 'A' preference shares shall be a reference to all the 'A1' preference shares together.
- 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) 104 and 118 of Table A shall not apply to the Company.

Share capital

3. The share capital of the Company is ~~£146,077.68~~~~[145,724.57]~~ divided into 3,825,000 'A1' preference shares of one penny each, 697,457 'A1' ordinary shares of one penny each,

{100,000} ordinary shares of £1 each and 85,311,50,000 B ordinary shares of one penny 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 'A1' preference shares a fixed cumulative preferential net cash dividend (hereinafter in these articles referred to as 'the Preference Dividend') as follows:- for the year to 31 March 1997 6 pence per annum on each share; for the year to 31 March 1998 7 pence per annum on each share; for the years to 31 March 1999 and 31 March 2000 8 pence per annum on each share; for each year thereafter 10 pence per annum on each share in each case accruing from the date of subscription for the 'A1' preference shares and payable half yearly on 15 May and 15 November, the first such payment to be made on 15 November 1996.

3.1.2 Second in paying to the holders of the 'A1' ordinary shares a fixed cumulative preferential net cash dividend (hereinafter in these articles referred to as 'the Fixed Dividend') as follows:- for the year to 31 March 1997 6 pence per annum on each share; for the year to 31 March 1998 7 pence per annum on each share; for the year to 31 March 1999 8 pence per annum on each share; for each year thereafter 10 pence per annum on each share; in each case accruing from the date of subscription for the 'A1' ordinary shares and payable half yearly on 15 May and 15 November, the first such payment to be made on 15 November 1996.

3.1.3 Third and with effect from the financial year of the Company commencing 1 April 1997 in paying to the holders of the 'A1' 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, for the financial year of the Company to 31 March 1998 2.5% of the Net Profit (calculated as hereinafter provided) of the Company and its subsidiaries, for the financial year of the Company to 31 March 1999 5% of the Net Profit of the Company and its subsidiaries, for each financial year of the Company from 1 April 1999 to 31 March 2002 6% of the Net Profit of the

Company and its subsidiaries, for the financial year of the Company to 31 March 2003 15% of the Net Profit of the Company and its subsidiaries, and thereafter 20% of the Net Profit of the Company and its subsidiaries for the relevant financial year. The Participating Dividend (if any) shall be paid not later than 4 months after the end of each successive accounting reference period of the Company or not later than 14 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, the expression 'Net Profit' shall mean the 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 adding back any amortisation of goodwill.

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

3.1.4.1 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;

3.1.4.2 all 'A1' preference shares which have fallen due for redemption have been redeemed;

3.1.4.3 1,912,500 'A1' preference shares have been redeemed; and

3.1.4.4 there are no arrears of capital or interest on any loan from any member of an Investor's Group to the Company;

but subject thereto and provided that the aggregate of the total amount of all dividend payments made or proposed to be made in respect of that financial year does not exceed one third of the amount of the profits after taxation of the Company and its subsidiaries for such financial year calculated on the historical cost accounting basis as shown in the audited consolidated profit and loss account

of the Company and its subsidiaries (to the nearest £1) and provided that the profits of the Company available for distribution following payment of all proposed dividends are not less than £400,000 the Company shall distribute profits in respect of that financial year as follows:-

- 3.1.4.5 First in paying to the holders of the ordinary shares and the B ordinary shares (pari passu as if the same were one class of share) a dividend on each share of an amount up to but not exceeding the aggregate of the Fixed Dividend and the Participating Dividend (if any) paid on each 'A1' ordinary share for such year;
- 3.1.4.6 Second with the prior written consent of the holders of 75% of the 'A1' ordinary shares in distributing the balance of such profits amongst the holders of the 'A1' ordinary shares and the ordinary shares and the B ordinary shares (pari passu as if the same constituted one class of share and in accordance with Article 3.1.8 as if each A1 ordinary share and each B ordinary share had a nominal value equal to that of each ordinary share).

Dividends payable under this article 3.1.4 shall be paid at the same time as the Participating Dividend.

- 3.1.5 Every dividend shall be distributed to the appropriate shareholders pro rata according to the amount paid up, credited as paid up or treated by Article 3.1.8 as paid up on the shares held by them respectively and shall accrue on a daily basis. All dividends are expressed net and shall be paid in cash.
- 3.1.6 Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act the Preference Dividend and the Fixed Dividend and the Participating 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 provided that if due to delays in the preparation of the audited accounts of the

Company the Participating Dividend cannot be calculated by the date it is due for payment then there shall be paid forthwith an interim dividend in respect of the Participating Dividend of a sum equal to the last Participating Dividend payable. The next and (if appropriate) any subsequent Participating Dividend shall be adjusted to take account of any overpayment or underpayment in respect of the said interim dividend which becomes apparent when the audited accounts are available.

- 3.1.7 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 'A1' preference shares and the Preference Dividend and the Fixed Dividend and the Participating Dividend and any dividend under article 3.1.4.
- 3.1.8 For the purpose of determining the rights attaching to the A1 ordinary shares and the B ordinary shares including without limitation rights in relation to any issue of shares, dividend or other distribution, return of assets or other reduction of capital, each A1 ordinary share and each B ordinary share shall be treated as having a nominal value equal to that of each ordinary share and each A1 ordinary share and each B ordinary share shall be treated as fully paid to the extent of their deemed nominal value. Notwithstanding the provisions of this Article 3.1.8 the A1 ordinary shares and the B ordinary shares shall constitute separate classes of shares.

3.2 Capital

On a return of assets on liquidation or capital reduction or otherwise (except upon the redemption of shares of any class or purchase by the Company of its own shares), the assets of the Company remaining after the payment of its liabilities shall be applied as follows:-

- 3.2.1 first in paying to the holders of the 'A1' preference shares £1.00 per share together with a sum equal to the amount of the special dividend which would have been payable had the shares been redeemed on the date of return of capital plus 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 'A1' ordinary shares ~~£0.49751-1183~~ per share together with a sum equal to any arrears or accruals of the dividends on the 'A1' ordinary shares 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 together with a sum equal to any arrears or accruals of the dividends on the ordinary shares calculated down to the date of the return of capital;
- 3.2.4 fourth in paying to the holders of the B ordinary shares £0.01 per share together with a sum equal to any arrears or accruals of the dividends on the B ordinary shares calculated down to the date of the return of capital; and
- 3.2.5 the balance of such assets shall be distributed amongst the holders of the 'A1' ordinary shares and ordinary shares and B ordinary shares (pari passu as if the same constituted one class of share and in accordance with Article 3.1.8 as if each A1 ordinary share and each B ordinary share had a nominal value equal to that of an ordinary share) by first calculating the amount due in proportion to the amount paid up, credited as paid up or treated by Article 3.1.8 as paid up on the A1 ordinary shares, ordinary shares and B ordinary shares held by them respectively.

3.3 Redemption.

- 3.3.1 Subject to the provisions of the Act on each of the dates set out below that number of 'A1' preference shares set out below opposite the relevant date shall be redeemed:-

<u>Redemption date</u>	<u>Number of shares redeemable</u>
30 April 2007	765,000
30 April 2008	1,530,000
30 April 2009	1,530,000

and any shares not redeemed upon the due date shall be redeemed forthwith upon redemption becoming permissible under the Act.

- 3.3.2 Subject to the provisions of the Act all of the 'A1' preference shares shall (unless the holders of 75% of the 'A1' preference shares give notice in writing to the Company to the contrary) be redeemed immediately upon any of the following dates:-
- 3.3.2.1 the date upon which any of the equity share capital of the Company is admitted to the Official List of the London Stock Exchange Limited or permission for any of the equity share capital of the Company to be dealt in on any recognised investment exchange (as defined in section 207 of the Financial Services Act 1986) becomes effective; or
- 3.3.2.2 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 including any already held by the offeror) is completed.
- 3.3.3 On the dates fixed for any redemption the Company shall pay to each registered holder of 'A1' 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 'A1' preference shares any redemption shall be made among such holders pro rata (as nearly as may be) to their respective holdings.
- 3.3.4 Subject to article 3.3.5 the Company shall pay on each of the 'A1' 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.
- 3.3.5 Contemporaneously upon the redemption of any 'A1' preference shares under this article the Company shall pay a special dividend on each share to be

redeemed of 10 pence net of the associated tax credit. If a holder of 'A1' preference shares so directs the Company shall instead of paying the special dividend increase the redemption price by 10 pence in respect of each such preference share so redeemed.

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 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 'A1' ordinary shares shall be deemed to be varied:-
- 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 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 share or loan capital 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 (otherwise than pursuant to these articles) or by the entering into of a contract by the Company (save in accordance with

article 9.3.1) 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 the appointment or removal of auditors to the Company; or
- 4.10 by any alteration of the Company's accounting reference date; 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 'A1' ordinary 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:-

8.1.1 '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) and step and adopted children of the member's children;

8.1.2 'Family Trust' in relation to a settlor means a trust which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of:-

8.1.2.1 that settlor and/or a Privileged Relation of that settlor; or

8.1.2.2 any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities);

and under which no power of control is capable of being exercised over the votes of any shares which are the subject of the trust by any person other than the trustees or the settlor or the Privileged Relations of the settlor;

8.1.3 'settlor' includes a testator or an intestate in relation to a Family Trust arising respectively under a testamentary disposition or an intestacy.

8.1.4 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 or up to 50% of the total number of shares originally held by him to trustees to be held upon a Family Trust of which he is the settlor provided that any transfer of shares to trustees to be held upon a Family Trust made during the lifetime of such member may only be made with the consent in writing of the holders of 75% of the 'A1' ordinary shares.

8.1.5 Where the consent of a holder of 'A1' ordinary shares is requested to a transfer to a Family Trust such consent shall be given when the holder is satisfied:-

- 8.1.5.1 with the terms of the trust instrument and in particular with the powers of the trustees;
- 8.1.5.2 with the identity of the proposed trustees;
- 8.1.5.3 that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.

8.2 Where any shares are held by trustees upon a Family Trust:-

- 8.2.1 on any change of trustees such shares may be transferred to the new trustees of that Family Trust;
- 8.2.2 such shares may be transferred at any time to the settlor or to another Family Trust of which he is the settlor or to any Privileged Relation of the settlor; and
- 8.2.3 if and whenever any such shares cease to be held upon a Family Trust (otherwise than in consequence of a transfer to the settlor or to any Privileged Relation of the settlor) or there cease to be any beneficiaries of the Family Trust other than a charity or charities a Transfer Notice (as hereinafter defined) shall be deemed to have been given in respect of the relevant shares (as hereinafter defined) by the holders thereof and such shares may not otherwise be transferred;
- 8.2.4 for the purposes of this article the expression 'relevant shares' means and includes the shares originally transferred to the trustees and any additional shares issued or transferred to the trustees by virtue of the holding of the relevant shares or any of them.

- 8.3 Subject always to article 8.4, 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 any of the Company or its subsidiaries Transfer Notices (as hereinafter defined) he shall be deemed to have been served forthwith upon such cessation in respect of:-

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 and/or Family Trusts and all shares acquired by his Privileged Relations and/or Family Trusts by virtue of the holding of such shares and held at the time of such cessation.

8.4 Where the Employee Member ceases to be an employee or director as described in Article 8.3 by reason of death, ill health or permanent incapacity then he shall not be deemed to have served a Transfer Notice in respect of any shares held by him (or his Privileged Relations and/or Family Trusts) unless the board of directors of the Company resolves otherwise.

Those shares in respect of which no Transfer Notice is deemed to have been served pursuant to this sub-article 8.4 ('Vested Shares') shall be subject to a restriction on voting to the effect that the votes attaching to such Vested Shares shall on a poll be deemed to have been cast as the majority of ordinary shares (disregarding the Vested Shares) shall have been cast on such poll.

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 to all the holders of 'A1' ordinary, ordinary shares and B ordinary shares in the Company (such shares being hereinafter in these articles referred to as 'Equity Shares') other than the Vendor 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 if the Transfer Notice is a deemed Transfer Notice 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 shall by writing under his hand certify to be in his opinion a fair value thereof on a going concern basis as between a willing seller and a willing buyer ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest and on the assumption that the Sale Shares are capable of transfer without restriction. Save that if the Transfer Notice is served or deemed

served prior to 30 April 2001 the Sale Price shall be the lesser of the fair value so certified and £1. 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 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 Sale Shares shall be offered for sale as follows:-

9.3.1 subject to compliance with the provisions of the Act for purchase by the Company under the Act. The directors shall proceed to convene as soon as practicable an extraordinary general meeting to circulate a written resolution to approve the purchase contract on the terms specified in this article and, if required, to approve a payment in respect of the purchase otherwise than out of distributable profits or the proceeds of a fresh issue of shares, and the directors shall ensure that the other formalities required by the Act are expeditiously complied with. The directors may authorise any persons nominated by them to execute the purchase contract on behalf of the Vendor which shall thereupon be binding upon him. During the time required to complete the formalities of the purchase time shall not run for the purpose of any time limit stated in any other provision of this article 9;

9.3.2 in the case of a transfer of ordinary shares, if and to the extent that the Company does not purchase the Sale Shares within 90 days following the offer being made to it pursuant to article 9.3.1 they (or such of them as not already purchased pursuant to the foregoing provisions of this article 9.3) shall be offered to any Employee Benefit Trust ('EBT') which may be set up by the Company;

9.3.3 subject to article 9.3.4 in the case of a transfer of ordinary shares, if and to the extent that the EBT does not purchase the Sale Shares offered to it within 30 days of the offer being made to it pursuant to article 9.3.2 or in the case of a transfer of any other shares or if the Company does not have an EBT if the Company does not purchase the Sale Shares within 90 days following the offer being made to it under article 9.3.1, they (or such of them as not already purchased pursuant to the foregoing (or subsequent, where applicable) provisions of this article 9.3) shall be offered to all holders of Equity Shares (other than the Vendor) pro rata as nearly as may be in proportion to the existing numbers of Equity Shares held by such members 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 Equity Shares then held by such members which offer shall remain open for a further period of twenty-one days. Offers shall continue to be made on the same terms while any member continues to state in writing his willingness to purchase all the shares offered to him;

9.3.4 if the board so resolves, the Sale Shares (or part thereof) may, in the case of a deemed Transfer Notice in respect of ordinary shares pursuant to article 8.3, be offered to any person deemed by the Board to be a suitable replacement for the person deemed to have given the said Transfer Notice and any transfer to such replacement shall be made free from the restrictions on transfer contained in these articles. The Sale Shares (or part thereof) may be so offered to such replacement for a period of 30 days following any failure by the EBT to purchase such shares pursuant to article 9.3.2, or if there is no EBT, within a period of 30 days following the expiry of the 90 day period referred to in article 9.3.2.

9.4 If the Company shall pursuant to the above provisions of this article purchase all or any of

the Sale Shares or find a member or members of the Company willing to purchase all or any of the Sale Shares the Vendor shall be bound upon receipt of the Sale Price to transfer the Sale Shares (or 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 Company has not purchased all of the Sale Shares and 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.

9.6 If a member being a company ceases to be within the control (as such term is defined by Section 840 of the Income and Corporation Taxes Act 1988) of the person(s) who controlled such company on the date on which it became a member of the Company or on the date of adoption of these articles (whichever shall be the later) it shall be deemed to have immediately given a Transfer Notice in respect of all the shares as shall then be registered in its name; provided that this sub-article shall have no application to an Investor or to any member of an Investor's Group.

9.7 The foregoing provisions of this article shall not apply to the following transfers which may be made without restriction as to price or otherwise and any such transfers shall be registered by the directors:-

9.7.1 any transfer by a member to any person with the prior consent in writing of the holders of 75% of the 'A1 ordinary shares and the holders of 75% of the ordinary shares;

9.7.2 any transfer by any member of an Investor's Group to any other member in the same Investor's Group (provided that if such transferee ceases to be a member of the Investor's Group it shall forthwith transfer the relevant shares to a member of

the relevant Investor's Group);

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

- (1) a person whose principal business is to make, manage or advise upon investments (an "Investment Manager"); or
- (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
- (3) a nominee of an Investment Manager or an Investment Fund

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

- (A) where the Investor is an Investment Manager or a nominee of an Investment Manager:-
 - (i) 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);
 - (ii) any Investment Fund whose business is managed by the Investment Manager who is or whose nominee is the transferor;
 - (iii) any other Investment Manager who manages the business of the Investment Fund in respect of which the shares are held;
- (B) where that Investor is an Investment Fund or a nominee of an Investment Fund:-

- (i) 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);
- (ii) 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;
- (iii) 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);

9.7.4 any transfer of shares made by the Investors pursuant to the Share Option Deed.

9.8 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.

Limitation on transfer of control

10.1 Without prejudice to the rights of pre-emption set out in these Articles 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 the holders of 75% of the ordinary shares and B ordinary shares if as a result of such sale or transfer and registration thereof a Controlling Interest (as hereinafter defined) would be obtained in the Company 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 ordinary shares and the B ordinary shares at the Specified Price (as hereinafter defined).

10.2 For the purpose of this article:-

10.2.1 the expression 'a Controlling Interest' shall mean an interest in shares in a company conferring in the aggregate 50% or more of the total voting rights for the time being conferred by all the issued shares in that company taking account of restrictions on voting rights contained in the articles of association of that company taking account of restrictions on voting rights contained in the articles of association of that company;

10.2.2 the expression 'Original Members' shall mean persons who were members of the Company on the date of the adoption of these articles and the Privileged Relations and Family Trusts of such members;

10.2.3 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.

10.2.4 the expression 'Specified Price' shall mean the price per share offered by the proposed transferee or transferees for the other equity share capital of the Company (on the basis that any sum per share paid by such transferee or transferees for 'A1' preference shares in excess of £1.10 plus a sum (per share) equal to any arrears or accruals of dividends on the 'A1' preference shares grossed up at the rate of corporation tax then in force calculated down to the date of sale or transfer shall be deemed to be offered in respect of such equity share capital). In the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as an expert not arbitrator) nominated by the persons concerned (or in the event of disagreement, appointed by the President for the time of the Institute of Chartered Accountants for England and Wales) whose decision shall be final and binding.

10.3 10.3.1 If the holders of 75% in nominal value of the 'A1' ordinary shares in issue for the time being (the "Selling Shareholders") wish to transfer all their interest in Equity Shares constituting a Controlling Interest to a person not already a member of the Company and not a member of an Investor's Group and not a connected person (as defined by section 839 Income and Corporation Taxes Act 1988) of an Investor (the "Third Party Purchaser") and the holders of 50% or more of the voting rights then

conferred on all the A1' preference, ordinary and B ordinary share capital of the Company agree to such proposed transfer the Selling Shareholders shall have the option (the "Come Along Option") to require all the other holders of Equity Shares ('the Called Shareholders') to sell with full title guarantee and transfer all their shares to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this Article 10.3.

10.3.2 The Selling Shareholders may exercise the Come Along Option by giving notice to that effect (a "Come Along Notice") at any time before the transfer of Shares of the Selling Shareholders. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their Equity Shares (the "Called Shares") pursuant to this Article 10.3, the person to whom they are to be transferred, the price at which the Called Shares are to be transferred (to be the Specified Price as calculated pursuant to article 10.2.4) and the proposed date of transfer ("Completion").

10.3.3 A Come Along Notice is irrevocable but the Come Along Notice and all obligations thereunder will lapse if for any reason there is not a sale of Shares by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of the Come Along Notice.

10.3.4 The Called Shareholders shall be obliged to sell each of the Called Shares at the Specified Price as defined in article 10.2.4.

10.3.5 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' Equity Shares unless:

10.3.5.1 all of the Called Shareholders and the Selling Shareholders agree otherwise; or

10.3.5.2 that date is less than 3 days after the Come Along Notice, where it shall be deferred until the 3rd day after the Come Along Notice.

10.3.6 The rights of pre-emption set out in these Articles shall not arise on any transfer of shares to a Third Party Purchaser (or as he may direct) pursuant to a sale in respect

of which a Come Along Notice has been duly served.

10.3.7 If any holder of Equity Shares does not on Completion of the sale of Called Shares execute transfer(s) in respect of the Called Shares held by him the Directors shall be irrevocably entitled to and shall authorise and instruct such person as they shall think fit to execute necessary transfer(s) on his behalf and against receipt by the Company (on trust for such member) of the purchase moneys payable for the Called Shares deliver such transfer(s) to the Third Party Purchaser (or as he may direct) and register the Third Party Purchaser (or as he may direct) as the holder thereof and, after the Third Party Purchaser (or his nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any person.

Voting

11.1 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 share in the capital of the Company of which he is the holder.

11.2 The holders of the 'A1' 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 unless:-

11.2.1.1 any of the Preference Dividend has not been paid within twelve months of the relevant date set out in these articles or;

11.2.1.2 on the relevant due date for redemption the Company shall have failed to redeem any of the 'A1' preference shares then due for redemption;

and

11.2.2 the holders of all of the 'A1' preference shares have given notice in writing to the Company requiring payment of arrears of dividend and/or redemption of the

relevant 'A1' preference shares within seven days of the date such notice; and

11.2.3 such seven days notice expires without either:-

- (i) payment of such arrears of dividend and/or the redemption of such 'A1' preference shares; or
- (ii) the making of proposals in respect of such arrears or redemption, being proposals accepted by the holders of not less than 75 % of the 'A1' preference shares; or
- (iii) approval (including if such is the case by way of a current Annual Business Plan already approved by them providing for the same) by the holders of not less than 75% of the 'A1' preference shares of an Annual Business Plan of the Company providing for the payment of such arrears of dividend and/or redemption of such 'A1' preference shares during the next financial year of the Company;

when the holders of the 'A1' preference shares shall have one vote for each preference share held by them.

11.3 Notwithstanding the provisions of Article 11.1 and 11.2, for so long as any member of the 3i Group is the holder of any shares in the capital of the Company, the number of votes attaching to all the shares held by members of the 3i Group shall be restricted so that the voting rights conferred on all members of the 3i Group in respect of all such shares shall represent the lesser of:

- 11.3.1 49% of the voting rights attaching to all shares in the capital of the Company after the application of this restriction; and
- 11.3.2 the percentage of the voting rights which would be conferred on all members of the 3i Group in respect of all such shares but for the application of this restriction.

Members' requisition of meetings

- 12.1 The directors shall on a members' requisition forthwith proceed duly to convene an extraordinary general meeting of the Company.
- 12.2 A members' requisition is a requisition of members of the Company holding at the date of the deposit of the requisition, not less than one-tenth in number of the shares which carry the right to attend and vote at general meetings of the Company.
- 12.3 The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.
- 12.4 If the directors do not within 21 days from the date of the deposit of the requisition proceed duly to convene a meeting, the requisitionists or any one of them may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of three months from that date.
- 12.5 A meeting convened under sub-Article 12.4 shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by directors.
- 12.6 Any reasonable expenses incurred by the requisitionists by reason of the failure of the directors duly to convene a meeting shall be repaid to the requisitionists by the Company and any sums so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the directors as were in default.
- 12.7 In the case of a meeting at which a resolution is proposed as a special resolution, the directors are deemed not to have duly convened the meeting if they do not give the notice required for special resolutions.
- 12.8 The directors are deemed not to have duly convened a meeting if they convene a meeting for a date more than 28 days after the date of the notice convening the meeting.

Appointment of Directors

- 13.1 Subject to the provisions of article 13.2, 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 carrying voting rights representing more than 50% of the voting rights attaching to all shares in the capital of the Company may by notice in writing 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.
- 13.2 The appointment of any director pursuant to article 13.1 may only be made with the previous consent in writing of the holders of 75% of the 'A1' ordinary shares.

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 all 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 'A1' ordinary shares exceed the sum of £12,107,000;
- 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 'A1' ordinary 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

- 17.1 Notwithstanding any other provisions of these articles 3i shall be entitled by notice in writing to appoint as a director of the Company any person (herein referred to as a 'Special

Director') and to remove from office any person so appointed and to appoint another person in his place. Upon request by an Investor Majority the directors shall also procure that the Special Director appointed by 3i is appointed and acts as Chairman of the board of directors of the Company. The remuneration and reasonable expenses to be paid to the Special Director appointed by 3i shall be payable by the Company and shall be such sum as may be agreed between him and the Company or failing agreement the sum of £15,000 per annum.

Upon request by an Investor Majority the Company shall also procure that the Special Director appointed by 3i be appointed a director to any subsidiary of the Company. For the purposes of these articles the expression 'an Investor Majority' shall mean the holders of at least three quarters of the total nominal value of equity share capital of the Company held by Investors (PROVIDED THAT for the purposes of this definition shares held by a member of an Investor's Group shall be deemed to be held by the relevant Investor).

- 17.2 Notwithstanding any other provisions of these articles Wren shall be entitled by notice in writing to appoint as a director of the Company any person (herein referred to as a 'Special Director') and to remove from office any person so appointed and to appoint another person in his place. The remuneration and all expenses to be paid to Wren's Special Director shall be payable by Wren. Upon request by an Investor Majority the Company shall also procure that the Special Director appointed by Wren be appointed as a director to any subsidiary of the Company. For the purposes of this sub-article the expression 'an Investor Majority' shall be as set out in article 17.1.

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 judgement 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.

Conversion of A1 ordinary shares

- 19.1 Notwithstanding any other provisions of these Articles the holders of the A1 ordinary shares may at any time convert part of their A1 ordinary shares into a like number of B ordinary shares. The following provisions of this article shall apply to the conversion.
- 19.2 The conversion shall be effected by notice in writing given to the Company signed by the holders of 75% of the A1 ordinary shares. 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).
- 19.3 Forthwith after conversion takes effect the holders of the resulting B ordinary shares shall send to the Company the certificates in respect of their respective holdings of A1 ordinary shares. The Company shall issue to such holders certificates for the B ordinary shares resulting from the conversion.
- 19.4 The B ordinary shares resulting from the conversion shall rank from the date of conversion pari passu in all respects with the other B ordinary shares in the capital of the Company.
- 19.5 On the date of conversion the Company shall pay in dividend to the holders of the A1 ordinary shares of a sum equal to any arrears or accruals of the Fixed Dividend and the Participating Dividend. The Fixed Dividend will be calculated on a daily basis to the date of conversion. 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 A1 ordinary shares.

NO.	COM	PAGES	FILE	DURATION	X/R	IDENTIFICATION	DATE	TIME	DIAGNOSTIC
01	OK	008	029	00:03'40	RCV	01703211702	30-MAR	12:18	0150270337000
02	879	015	030	00:04'58	RCV		30-MAR	12:22	C0142B0337000
03	OK	001	031	00:00'49	RCV		30-MAR	12:34	C0142A0230000
04	OK	001	032	00:00'25	RCV	COMPANIES HOUSE	30-MAR	12:35	C0542B0337000
05	OK	021	033	00:07'14	RCV	COMPANIES HOUSE	30-MAR	12:40	C0542B0337000
06	OK	012	034	00:03'30	RCV	BIRMINGHAM	30-MAR	12:51	C0542B0337000
07	OK	002	035	00:01'05	RCV	01705348782	30-MAR	13:09	0150270237000
08	OK	003	036	00:01'25	RCV	01715382682	30-MAR	13:12	0150270237000
09	OK	001/001	037	00:00'38	XMT	901273542960	30-MAR	13:21	0840470237000
10	OK	002	038	00:00'35	RCV	COMPANIES HOUSE	30-MAR	13:45	C0542B0337000
11	OK	004/004	039	00:00'53	XMT	902073007100	30-MAR	13:49	2840470337000
12	OK	003/003	040	00:01'53	XMT	901268476989	30-MAR	14:03	0840460A30000
13	OK	004	041	00:01'08	RCV	071 404 0087	30-MAR	14:21	C0542B0337000
14	OK	003/003	042	00:01'11	XMT	901905726186	30-MAR	14:36	0840470A37000
15	OK	004	043	00:01'58	RCV	013153558207	30-MAR	14:53	0150270A37000
16	420	000		00:00'40	RCV		30-MAR	15:52	0010260200000
17	OK	003	044	00:01'00	RCV	0207 282 6100	30-MAR	16:02	C0542B0337000
18	OK	007	045	00:02'17	RCV	Michelle	30-MAR	16:05	0150270537000
19	OK	001/001	046	00:00'32	XMT	901580713397	30-MAR	16:33	2840470337000
20	OK	003	047	00:01'19	RCV	Michelle	30-MAR	16:48	0150270537000
21	OK	002/002	048	00:00'46	XMT	901714902545	31-MAR	08:21	F840470337000
22	OK	001	049	00:00'36	RCV	0113 2425904	31-MAR	09:07	0150270337000
23	OK	002	050	00:01'05	RCV	441293776338	31-MAR	09:25	0150260232000
24	OK	001/001	051	00:00'45	XMT	901293776338	31-MAR	09:36	0840460230000
25	OK	002	052	00:01'48	RCV		31-MAR	09:40	0110270437000
26	OK	003/003	053	00:01'15	XMT	901482568171	31-MAR	10:30	0840470237000
27	OK	002/002	054	00:00'36	XMT	902073206372	31-MAR	10:33	6840470337000
28	OK	001	055	00:02'39	RCV	01482 568171	31-MAR	10:44	0150270237000
29	OK	001	056	00:03'02	RCV	01482 568171	31-MAR	10:50	0150270237000
30	OK	003	057	00:01'59	RCV	0121 451 3199	31-MAR	10:55	0150270C37000
31	OK	002/002	058	00:00'35	XMT	901159096507	31-MAR	11:24	E840470337000
32	OK	001/001	059	00:00'40	XMT	901482568171	31-MAR	11:46	0840470237000

-COMPANIES HOUSE

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