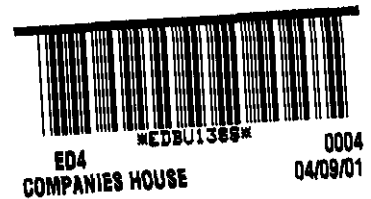


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**THE COMPANIES ACTS 1985 and 1989**

**A PRIVATE COMPANY LIMITED BY SHARES**

**AMENDED ARTICLES OF ASSOCIATION of**



**CSTIM LIMITED**

[\* Adopted by resolution of all members dated the 22<sup>nd</sup> October 1998]

**PRELIMINARY**

1. The Company is a Private Company within the meaning of Section 1 of the Companies Act 1985. Accordingly the Company shall not offer to the public (whether for cash or otherwise) any shares in or debentures of the Company or allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of the shares or debentures being offered for sale to the public. References in these Articles to 'the Act' are references to the Companies Acts 1985 and 1989.
2. Subject as hereinafter provided the Regulations set out in Table A of the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 shall apply to this Company.
3. The following Regulations of the said Table 'A' shall not apply to this Company videlicet:- 24, 46, 47, 50, 64 to 69, 73, 74, 75, 76, 77, 78, the second and third sentences of Regulation 79, Regulation 81, the fifth sentence of Regulation 88 and Regulations 94 and 95.

**CAPITAL**

4. The Directors of the Company shall within a period of five years from the date of incorporation of the Company be entitled to exercise the Company's power to allot, grant options over or otherwise dispose of the shares which are comprised in the authorised share capital with which the company is incorporated and no other authority for the Directors to allot, grant options over or otherwise dispose of any shares shall be valid for more than five years from the date of passing the members resolution to which it relates.
5. (a) Sections 89(l), Section 90(l) to (5) and Section 90 (6) of the Act shall not apply in relation to the issue of any equity securities by the Company.\*
6. (a) Subject to Chapter VII of the Act, and to Regulation 12, the Company may purchase its own shares (including redeemable shares) whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.

(b) Subject to Chapter VII of the Act, any shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, at the option of the Company or the shareholder, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine, and whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.

7. Subject to Chapter VI of the Act, the Company may give financial assistance for the purpose of or in connection with any acquisition of shares made or to be made in the Company or its holding company.

#### **LIEN.**

8. The lien conferred by Regulation 8 of Table 'A' shall attach to all shares 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 holder thereof or one of two or more joint holders. The Company shall have a first and paramount lien on every share (not being fully paid) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (including fully paid shares) registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this Regulation. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

#### **TRANSFER OF SHARES.**

9. (a) Except in the case of an original subscriber who shall be free to transfer his share without the requirement to first give a transfer notice as hereinafter provided a member desiring to transfer his Shares (not being shares issued pursuant to Article 19 hereof) otherwise than to the Company pursuant to Article 6(a) hereof shall first give notice in writing handed personally or sent by registered or recorded delivery post to their correct and last known address of such intention to the Company, the Directors and all the shareholders holding that class of shares in the Company giving particulars of the shares in question, hereinafter referred to as a Transfer Notice. The Directors as agent for the member giving such notice may dispose of such shares or any of them to the existing Ordinary Shareholders of the Company in a direct and pro rata proportion to their existing holdings of that class at a price to be agreed between the transferor and the Directors or failing agreement at a price fixed by the Accountants or Auditors appointed by the Company as a fair value thereof. The transferor shall be bound (upon payment of the purchase price due in respect thereof) to transfer the shares comprised in the transfer notice to the purchasing Members named therein at the place and time therein specified; and if in any case the vendor after

having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase price on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Member. The receipt of the Company for the purchase price shall be a good discharge to the purchasing Member. The Company shall forthwith pay the purchase price into a separate bank account in the Company's name and shall hold the purchase price and any interest earned thereon in trust for the transferor. If within 28 days of the date of the said notice the Directors are unable to find a member or members willing to purchase all such shares on such conditions then but not before then the transferor may dispose of so many of such shares as shall remain undisposed of in any manner he may think fit within three months from the date of the said notice but the Directors may in their absolute discretion and without assigning any reason therefore decline to register any such transfer whether or not it is in respect of a fully paid up share or shares. If any person shall become entitled to any shares by reason of the death or bankruptcy or liquidation of a member the Directors may in their discretion deem such member or former member to have given a transfer notice in respect of all his shares. Provided that should any provision of this article be inconsistent with any provision of any written shareholders agreement (or any variation in thereof from time to time) then the provisions of the shareholders agreement shall prevail.\*

#### **PROCEEDINGS AT GENERAL MEETINGS**

10. At any General Meeting a Resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or any member in person or by proxy. Unless a poll is so demanded a declaration by the Chairman that a Resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such Resolution. The demand for a poll may be withdrawn. In the event of an equality of votes the Chairman shall not have a second or casting vote. If from time to time there should be only one Member of the Company pursuant to the provisions of The Companies (Single Member Private Limited Companies) Regulations 1992 the provisions of Section 370A of the Companies Act 1985 shall apply and Regulation 40 of Table 'A' shall be amended accordingly.

#### **DIRECTORS**

11. The Directors of the Company shall not be subject to any maximum but if and so long as there is a sole Director such Director may act alone in exercising all the powers and authorities by Table A or these Articles vested in the Directors generally and Regulations 89 and 90 shall be modified accordingly. The first Directors of the Company shall be the person or persons named in the Statement delivered to the Registrar of Companies prior to the formation of the Company and deemed to be appointed Directors accordingly. A

Director need not hold shares in the Company and no Director shall be subject to retirement by rotation.

12. The Company shall not be subject to section 293 of the Act and accordingly any person may be appointed or elected as a Director whatever his age and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.
13. In the case of an equality of votes at any Directors Meeting the Chairman of the Meeting shall have a second or casting vote.\*
14. Subject to the provisions of Section 317 of the Act a Director may contract with and participate in the profits of any contracts or arrangements as if he were not a Director. A Director shall also be capable of voting in respect of such contracts or arrangements, where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company, or in respect of the terms thereof and may be counted in the quorum at any Meeting at which any such matter is considered.

#### **SECRETARY**

15. The first Secretary of the Company shall be the person or persons named as Secretary in the Statement delivered to the Registrar of Companies prior to the incorporation of the Company and deemed to be appointed accordingly.

#### **BORROWING POWERS OF THE DIRECTORS.**

16. The Directors of the Company may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not and to create and issue loan stock whether secured or unsecured and whether redeemable and/or convertible into shares and to mortgage or charge its undertaking property or uncalled capital, or any part thereof, and subject to section 80 of the Act to issue debentures, debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

#### **ALTERNATE DIRECTORS.**

17. Any Director may in writing appoint any person to be his alternate to act in his place at any meeting of the Directors at which he is unable to be present. Every such alternate shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director when the person appointing him is not personally present and where he is a Director to have a separate vote on behalf of the Director he is representing in addition to his own vote. A Director may at any time in writing revoke the appointment of an alternate appointed by him. The remuneration of such an alternate shall be payable out of the remuneration payable to the Director appointing him and the proportion

thereof shall be agreed between them. An alternate need not hold any share qualification.

### **DISQUALIFICATION OF DIRECTORS**

18. The office of a Director shall be vacated:-

(1) If by notice in writing to the Company he resigns the office of Director,

(2) If he becomes bankrupt or insolvent or without prior consent of the Board of Directors for the time being of the Company enters into any arrangement with his creditors.

(3) If he becomes of unsound mind,

(4) If he is prohibited from being a Director by any order made under Sections 1 to 7, Section 8 (as amended by Section 79 of the Companies Act 1989) and Sections 9 and 10 of the Company Directors Disqualification Act 1986.

(5) If he is removed from office by a resolution duly passed under Section 303 of the Act.

### **EMPLOYEES AND EXECUTIVE DIRECTORS**

19. (a) The Directors of the Company shall have the power to issue all or any of the unissued Shares that are for the time being comprised in the authorised share capital of the Company as Ordinary Redeemable Employee Shares.

(b) The said Ordinary Redeemable Employee Shares shall be redeemable only at the option of the Company but the Directors of the Company shall immediately before the allotment of such shares specify the date on which or by which such Ordinary Redeemable Employee Shares are to be or may be redeemed but failing the Directors so determining such date immediately before allotment of such shares they shall be redeemable on the day which is eighty years from the date of allotment of the said Ordinary Redeemable Employee Shares. All Ordinary Redeemable Employee Shares shall be redeemable at par or such higher value as the Board of Directors of the Company may in compliance with the Act determine at the time of issue of the Ordinary Redeemable Employee Shares.

(c) The Directors power to allot Ordinary Redeemable Employee Shares shall only be exercised in favour of a person or persons who shall at the date of such allotment, hold a written contract of employment with or be an Officer of the Company. The Directors of the Company shall also have the power to impose such additional conditions relating to the holding of Ordinary Redeemable Employee Shares of the Company and to amend, alter or add to such conditions as subject to the provisions of the Act they shall from time to time think fit.

(d) A Member desiring to transfer his Ordinary Redeemable Employee Shares shall be entitled to transfer them to the Company pursuant to Article 6(a) if the Company has agreed to purchase such shares. A holder of Ordinary Redeemable Employee Shares ceasing to be an employee or officer of the Company for any reason whatsoever shall be deemed to have given notice to the Directors of the Company that he is desirous of transferring all Ordinary Redeemable Employee Shares on such date registered in his name and accordingly he shall also be entitled and be required to transfer such shares at the direction of the Directors of the Company pursuant to Article 19 (e) and (f). Pending redemption a member shall not otherwise transfer his Ordinary Redeemable Employee Shares.

(e) Where a member ceases to be an employee or officer of the Company and is deemed to have given notice to the Company that he is desirous of transferring all Ordinary Redeemable Employee shares then registered in his name the directors shall be entitled to nominate another employee or officer of the Company or the Company itself to purchase the members Ordinary Redeemable Employee Shares in question at par value or such other value as the Company and the member in writing agree within 21 days from the date that member ceased to be an employee or officer of the Company. On the company making such nomination and the transfer value being determined as aforesaid the member shall transfer his Ordinary Redeemable Employee Shares to such person or the company at that value.

(f) If the member or former member or other person shall fail to comply with paragraph 19 (e) above within 28 days from the nomination of the purchaser by the Directors, the Company may receive the purchase money on his behalf, and the Directors may authorise some person to execute a transfer of such shares in favour of the purchaser. The receipt of the Company for the purchase price shall be a good discharge to the purchaser, and after the purchasers name has been entered in the Register of Members he shall become indefeasibly entitled thereto and the validity of the proceedings shall not be questioned by any person. The Company shall forthwith pay the purchase price into a separate bank account in the Company,s name and shall hold the purchase price and any interest earned thereon in trust for the transferor

(g) The Directors may from time to time appoint to the office of Executive Director any employee or shareholder of the Company. The number of Executive Directors shall not exceed the number of Directors for the time being of the Company and shall have such duties and powers as the Directors may from time to time determine. An Executive Director shall not be required to hold any share qualification. The Executive Directors shall not be entitled to notice of or to attend at Meetings of the Directors except in cases where the Directors resolve that their presence is required and they shall not vote on any resolution submitted to a Meeting of the Directors other than a resolution on which the Meeting decides that they shall be allowed to vote. The appointment of an Executive Director shall not constitute him as a

Director within the meaning of the expression 'Director' as defined in the Companies Act, 1985, or for the purposes of Table A or these Articles, and he shall remain at all times and in all respects subject to the control of the Directors and he may at any time be removed or suspended from office by the Directors.

(h) An Executive Director may be paid out of the funds of the Company such remuneration (if any) for his services as an Executive Director as the Directors shall from time to time determine in addition to his remuneration for his other employment with the Company.

(i) An Executive Director appointed hereunder may be described by the Company as an Associate Director, or a Technical, Works, Sales or Special Director or by any other name the Directors should so specify.

19A 1 Should any member of the Company who:

(a) is bound by the terms of the shareholders agreement (or any subsequent amendment thereto) originally entered into by John Scott Dallas, Kevin Robert Alcock, Dean John Lumer, James Michael Conner, Martyn Cuff, David George Clifford Bower, David James and the Company on 12<sup>th</sup> February 1999 (hereinafter called the "Shareholders' Agreement"); and

(b) is an employee of the Company,

leave the employ of the Company either voluntarily or because their services are terminated (in circumstances other than those set out in paragraph 8.3 of the Shareholders' Agreement) before the Company is listed as a quoted company on a Stock Exchange, then the member in question, or his representative, shall be obliged to offer all the shares registered in his name, not being shares issued pursuant to Article 19 hereof, for sale to the Company.

2 The price at which the member or his representative shall offer his shares for sale to the Company under the terms of Article 19A 1 shall be determined by the value placed upon the issued share capital having regard to the following:

(1)(a) For the Financial Year ending 31<sup>st</sup> December 1998 the value to be placed on the issued share capital of the Company shall be £300,000.00 and all shares acquired by any shareholder by any method during 1998 shall be deemed to have been purchased for £30.00 per share.

(1)(b) The value to be placed upon the issued share capital of the Company in relation to a particular share purchased by any shareholder from any other shareholder at any time after the end of 1998 shall be deemed to be the amount arrived at by multiplying the price paid for that share by the number of issued shares in the capital of the Company.

(2) Adjustments to the value of the issued share capital referred to in Articles 19A 2(1)(a) and 19A 2(1)(b):

(a) In respect of each Financial Year (as defined in the Shareholders' Agreement) following upon that in which the share was purchased the value of the issued share capital of the Company, shall for the purposes of Articles 19A 1 and 19A 2, be deemed to have increased by 15% per annum which value shall be compounded from year to year, provided that the Company has in that year achieved its Budgeted Performance Targets (as defined in the Shareholders' Agreement). Should the Company not achieve its Budgeted Performance Targets in any or all of the years to which this sub-Article applies, then the increase in the value of the issued share capital shall be a pro-rata proportion of the 15 per cent increase applicable for that year. The pro-rata proportion increase shall be calculated by applying the percentage ratio created by relating the actual increase in the net profit percentage after tax to the Budgeted Performance Target for that particular year

(b) Any change to the value of the Company's issued share capital arising in terms of the formula contained in Article 19A 2(2)(a) shall be applied with effect from the commencement of the Financial Year immediately following.

(c) Potential intra-year valuation adjustments:

(i) Notwithstanding the provisions of Articles 19A 2(2)(a) and 19A 2(2)(b), should the Directors, after consultation with the auditors, at any time (including the period of time between the date upon which a member offers his shares for sale to the Company and the date upon which the Company agrees to purchase same) decide that the current value placed upon the issued share capital of the Company by virtue of the provisions of Articles 19A 2(2)(a) and 19A 2(2)(b) is in excess of the actual value of the issued share capital then they shall be immediately entitled to reduce the value placed upon the issued share capital of the Company to such sum as they consider fair and reasonable and that value shall apply until the end of the Financial Year in which such reduction is made (unless the Directors again decide to change the value to be placed upon the issued share capital before the end of that Financial Year). The reduced value placed upon the issued share capital shall be the value upon which further increases are made to the issued share capital as contemplated in Article 19A 2(2)(a).

(ii) Any decision to reduce the value placed upon the issued share capital of the Company (and the amount of such reduction) by the Directors that is supported by the Company's auditors shall be final and binding upon all members for all purposes.

(3) Application of valuation principles.



If a member gives notice of his intention to leave the service of the Company or if his services are terminated:-

- (a) 60 days before or after the end of the Company's Financial Year, then subject to the provisions of Articles 19A 2(2)(c)(i) and 19A 2(2)(c)(ii) the method of establishing the price at which his shares are to be sold under the terms of 19A 1 shall be as set out in Articles 19A 2(1) to 19A 2(2)(b) as read together with Article 19A 2(2)(c).
  - (b) At any time other than within the period referred to in Article 19A 2(3)(a), then the price at which his shares are to be sold under the terms of 19A 1 shall be as decided by the Directors of the Company according to calculations undertaken by them to determine the value of such shares at the date of the members departure. In so doing they shall have regard to the method of valuation referred to in Article 19A 2(3)(a).
  - (c) Any valuation placed upon the entire issued share capital of the Company by the Directors or the determination by the Directors as to the price at which a member is to sell his shares in terms of Articles 19A 1 to 19A 2(3)(b) shall be final and binding on all members.
- (4) Payment in respect of purchase of shares under the terms of 19A 1:
- (a) The Company, pursuant to Article 6(a), shall use its best endeavours to purchase shares offered for sale under the terms of Article 19A 1 by a member or his representative by paying the member or representative in question the price for the shares set according to the valuation provisions contained in Article 19A, such payment to be made immediately following the Directors having set such a price. The Company shall however have up to 180 days to pay for such shares should it not immediately be able to pay for such shares or should it be of the opinion that to do so would endanger its cash flow or other strategic objectives that it is then engaged in trying to achieve.
  - (b) Should the Company for any reason not be able to pay for, or should it decline to purchase, all or any of the shares offered to it under the terms of Article 19A 1, then an offer for the sale of all or the remainder of the shares not purchased by it shall be made to all of the other members of the Company. The Company shall only be entitled to decline to purchase the shares should it consider that it would be in the Company's best interests not to do so.
  - (c) The offer for sale shall be made to all remaining members of the Company (including any trust established to hold shares in the employee share option scheme) in proportion to the shares that they currently hold in the issued share capital at that time. Shares declined by any one member of the Company shall be offered pro-rata to all of the other members of the Company.
  - (d) In the event that the other members of the Company are not prepared or

are not able to purchase all of the shares held by the selling member then he shall be entitled to offer such shares to any interested third party provided however that he shall not offer such shares for sale to such third party at a price or on any terms that are more favourable to such third party than they were to either the Company or the other members of the Company referred to above.

- (e) The purchase price of any shares purchased by the members of the Company or the third party in terms of Articles 19A 2(4)(b), 19A 2(4)(c) or 19A 2(4)(d) shall be paid for by them within 30 days of the day upon which they are offered against the tender of the original share certificates and a transfer form completed in blank as to the transferee and signed by the transferor.
  - (f) Should any existing member of the Company or third party fail to make payment of the amount required on due date then the seller shall once again be required to offer the shares in respect of which payment has not been made pro-rata to all remaining members of the Company at a price and on terms no more favourable than any terms previously offered to that or any other member of the Company or any third party.
  - (g) Should any existing member of the Company purchasing shares as a result of a default in terms of Article 19A 2(4)(f) fail to make payment of the amount required on due date, then the seller shall be entitled to sell his shares to any interested third party on the same terms and conditions as those set out in Article 19A 2(4)(d) above.
- (5) The method of valuation having application and referred to in Articles 19A 2 to 19A 2(3)(b) shall apply for a period of five Financial Years only following the date of the incorporation of the Company (provided that the Shareholders Agreement is still then in force). Thereafter the value to be placed upon the shares of anyone leaving the Company in any circumstances will be the Market Value (as defined in the Shareholders' Agreement) of such Shares.
- (6) Should a member leave the Company's employ because his services have been terminated by the Company and should it later be established by an Employment Tribunal or a competent Court of Law of England and Wales that he was unfairly dismissed, then the value to be placed upon his shares shall be Market Value and the manner in which payment shall be made shall be as set out in Article 19A 2(4)(a)
- (7) Any amounts due to any member by the Company in terms of Article 19A 2(4)(a) shall carry interest thereon at a rate of interest equivalent to the rate of interest that would be charged by the Company's bankers on an unsecured loan of a similar amount to one of its individual customers.\*\*

## **INDEMNITY**

20. Subject to Section 310 of the Act and in addition to such indemnity as is contained in Regulation 118 of Table 'A' every Director, Officer or Official of the Company shall be indemnified out of the funds of the Company against all costs, charges, losses and expenses and liabilities incurred by in him in the execution and discharge of his duties or in relation thereto.

## **NOTICES**

21. Subject to the provisions of paragraphs (a) and (b) of this Article proof that an envelope containing a notice was properly addressed, prepaid and posted by registered or recorded delivery or other similar service to his registered address at shall be conclusive evidence that the Notice was given.

(a) any notice served on a person at an address within the United Kingdom shall be deemed to have been served at the expiration of forty-eight hours after the envelope containing it was posted as aforesaid or in the event of a notice being served personally at the time such service took place.

(b) any notice served on a person at an address outside the United Kingdom in an envelope properly addressed, prepaid and posted as aforesaid shall be deemed to have been served at the expiration of forty-eight hours after the envelope containing it would have been delivered in the ordinary course of post in the circumstances prevailing at the time of posting.

## **THE COMPANY SEAL**

22. Pursuant to Section 36A of the Companies Act 1985 as introduced by Section 130 of the Companies Act 1989, the Company can execute documents and deeds without the use of a seal and any Share Certificate signed by a Director and Secretary or by two Directors shall be as valid as a Certificate sealed with the Seal of the Company and regulations 6 and 101 of Table 'A' shall be amended accordingly. The Company may in accordance with Section 39 of the Companies Act 1985 have an official seal for use in any territory district or place elsewhere than in the United Kingdom but shall only be used by a Director and Secretary or by two Directors or by such person or persons on such occasions and in such circumstances as are specifically authorised by a resolution of the Board of Directors for the time being of the Company who shall have authority to amend, suspend or withdraw such authority as they think fit.

**\*\*** inserted by special resolution dated the 27<sup>th</sup> March 2001.

Names, Addresses and Descriptions of the Subscribers.

Chettleburgh's Limited  
By Robert Stephen Kelford  
a duly authorised Officer  
Temple House  
20 Holywell Row  
London EC2A4JB

Company Registration Agents

Chettleburgh International Limited by Robert Stephen Kelford  
a duly authorised Officer  
Temple House  
20 Holywell Row  
London EC2A4JB

Anglo-Japanese Consultants

Dated this 1st day of April 1998

Witness to the above signatures:-

Stephen John Chettleburgh  
56 Napier Crescent  
Wickford  
Essex  
SS12 9NB

System Manager