

Company no: 3679828

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COMPANIES HOUSE

**ANNOTATED MEMORANDUM OF ASSOCIATION
OF
MOUCHEL BUSINESS SERVICES LIMITED**

- 1 The name of the Company is "Mouchel Business Services Limited"¹
- 2 The Registered Office of the Company will be situated in England and Wales
- 3 The objects for which the Company is established are
 - (1) to carry on business as a general commercial company,
 - (2) to acquire and assume for any estate or interest and to take options over, construct, develop or exploit any property, real or personal, and rights of any kind and the whole or any part of the undertaking, assets and liabilities of any person and to act and carry on business as a holding company,
 - (3) to invest money of the Company in any investments and to hold, sell or otherwise deal with such investments, and to carry on the business of a property or investment company,
 - (4) to manufacture, process, import, export, deal in and store any goods and other things and to carry on the business of manufacturers, processors, importers, exporters and storers of and dealers in any goods and other things,
 - (5) to acquire and exploit lands, mines and mineral rights and to acquire, explore for and exploit any natural resources and to carry on any business involving the ownership or possession of land or other immovable property or buildings or structures thereon and to construct, erect, install, enlarge, alter and maintain buildings, plant and machinery and to carry on business as builders, contractors and engineers,
 - (6) to provide services of all descriptions and to carry on business as advisers, consultants, brokers and agents of any kind,
 - (7) to advertise, market and sell the products of the Company and of any other person and to carry on the business of advertisers or advertising agents or of a marketing and selling organisation or of a supplier, wholesaler, retailer, merchant or dealer of any kind,

¹ - The name of the Company changed from WW24 Limited to Hyder Business Services Group Limited with effect from 29 February 2000
- The name of the Company changed from Hyder Business Services Group Limited to HBS Business Services Group Limited on 19 June 2002
- The name of the Company changed from HBS Business Services Group Limited to Mouchel Business Services Limited on 19 October 2007

- (8) to provide technical, cultural, artistic, educational, entertainment or business material, facilities or services and to carry on any business involving any such provision,
- (9) to lend money, and grant or provide credit and financial accommodation, to any person and to deposit money with any person to carry on the business of a banking, finance or insurance company,
- (10) to acquire and carry on any business carried on by a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company,
- (11) to enter into any arrangements with any government or authority or person and to obtain from any such government or authority or person any legislation, orders, rights, privileges, franchises and concessions and to carry out, exercise and comply with the same,
- (12) to borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation in any manner in particular (without prejudice to the generality of the foregoing) by mortgages of or charges upon all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by the creation and issue of securities,
- (13) to enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, whether by personal obligation or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods or in any other manner, the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of and any premiums, interest, dividends and other moneys payable on or in respect of any securities or liabilities of, any person, including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary of a holding company of the Company or otherwise associated with the Company,
- (14) to amalgamate or enter into partnership or any profit-sharing arrangement with, and co-operate or participate in any way with or to take over or assume any obligation of, or to assist or subsidise any person,
- (15) to accept, draw, make, create, issue, execute, discount, endorse, negotiate and deal in bills of exchange, promissory notes and other instruments and securities, whether negotiable or otherwise,
- (16) to engage in currency exchange and interest rate transactions including, but not limited to, dealings in foreign currency, spot and forward rate exchange contracts, futures, options, forward rate agreements, swap, exchange contracts, futures, options, forward rate agreements, swaps, caps, floors, collars and any other foreign exchange or interest rate hedging arrangements and such other instruments as are similar to or derived from any of the foregoing whether for the purpose of making a profit or avoiding a loss or managing a currency or interest rate exposure or any other exposure or for any other purpose,

- (17) to apply for and take out, purchase, sell or otherwise acquire, licence or dispose of any trade and service marks and names, designs, patents, patent rights, copyrights, topography rights, utility models, inventions and secret processes and to carry on the business of an inventor, designer or research organisation,
- (18) to sell, exchange, mortgage, charge, let, grant licences, easements, options, servitudes and other rights over, and in any other manner deal with or dispose of, all or any part of the undertaking, property and assets (present and future) of the Company for any consideration and in particular (without prejudice to the generality of the foregoing) for any securities or for a share of profit or a royalty or other periodical or deferred payment,
- (19) to issue and allot securities of the Company for cash or in payment or part payment for any real or personal property purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any other purpose,
- (20) to give any remuneration or other compensation or reward for services rendered or to be rendered in placing or procuring subscriptions of, or otherwise assisting in the issue of any securities of the Company or in or about the formation of the Company or the conduct or course of its business, and to establish or promote, or concur or participate in establishing or promoting, any company, fund or trust and to subscribe for, underwrite, purchase or otherwise acquire securities of any company, fund or trust and to carry on the business of company, fund, trust or business promoters or managers and of underwriters or dealers in securities, and to act as director of and as secretary, manager, registrar or transfer agent for any other company and to act as trustee of any kind and to undertake and execute any trust and any trust business (including the business of acting as trustee under wills and settlements and as executor and administrator),
- (21) to pay all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Company, and to procure the registration or incorporation of the Company in or under the laws of any place outside England and Wales,
- (22) to grant or procure the grant of donations, gratuities, pensions, annuities, allowances, or other benefits, including benefits on death to any directors, officers or employees or former directors, officers or employees of the Company or any company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company, or otherwise associated with the Company or of any predecessor in business of any of them, and to the relations, connections or dependants of any such persons, and to other persons whose services have directly or indirectly been of benefit to the Company or whom the directors of the Company consider have any moral claim on the Company or to their relations, connections or dependants, and to establish or support any funds, trusts, insurances or schemes or any associations, institutions, clubs, schools, building and housing schemes, funds and trusts, and to make payments towards insurances or other arrangements likely to benefit any such person or otherwise advance the interests of the Company or of its members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of the Company or of its members or for any national, charitable, benevolent, educational,

social, public, general or useful object,

- (23) to cease carrying on or wind up any business or activity of the Company, and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory,
- (24) to distribute any of the property of the Company among its creditors and members in specie or kind,
- (25) if and only to the extent permitted by the Companies Act 1985 (the "Act"), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act,
- (26) to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others,
- (27) to carry on any other business or activity and do anything of any nature which in the opinion of the directors of the Company is or may be capable of being conveniently carried on or done in connection with the above, or likely, directly or indirectly, to enhance the value of or render more profitable all or any part of the Company's undertaking, property or assets or otherwise to advance the interests of the Company or of its members, and
- (28) to do all such other things as in the opinion of the directors of the Company are or may be incidental or conducive to the attainment of the above objects or any of them, and it is hereby declared that "company" in this clause, except where used in reference to this Company, shall include any partnership or other body of persons whether incorporated or not incorporated and whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere "person" shall include any company as well as any other legal or natural person "securities" shall include any fully, partly, or nil paid or no par value share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note warrant, coupon right to subscribe or convert, or similar right or obligation, "and" and "or" shall mean "and/or" where the context so permits, "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible, and the objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any business carried on by the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company

4 The liability of the members is limited

5 The share capital of the Company is £1,000 divided into 1,000 ordinary shares of £1 each, and the Company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions ²

² - By written resolution dated 21 December 2000, the authorised share capital was increased from £1,000 to £23,000,001 by the creation of 22,999,001 ordinary shares of £1 each

We, the subscriber to this Memorandum of Association wish to form a Company in pursuance of this Memorandum and agree to take one ordinary share of £1 in the capital of the Company

Dated 26 November 1998

Subscriber

Hyder plc
P0 Box 295
Alexandra Gate
Rover Way
Cardiff
CF2 2UE

for and on behalf of Hyder plc

R G Curtis

WITNESS to the above signature

John P George
Solicitor

P0 Box 295
Alexandra Gate
Rover Way
Cardiff
CF2 2UE

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- By written resolution dated 30 March 2001, the authorised share capital was increased from £23,000,001 to £100,000,001 by the creation of 77,000,000 ordinary shares of £1 each

Company number: 3679828

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

ANNOTATED ARTICLES OF ASSOCIATION

of

HBS BUSINESS SERVICES GROUP LIMITED

(Adopted by written resolution passed on 23 January 2002
and amended by written resolution on 29 November 2002,
31 March 2005 ~~and~~ 26 October 2006, respectively)

and 6 August 2007

PRELIMINARY

1. Table A

- 1 1 Subject as otherwise provided in these articles the regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985/1052) ("Table A") shall constitute the regulations of the Company. In the case of any inconsistency between these articles and the regulations of Table A, the provisions of these articles shall prevail.
- 1 2 Regulations 24, 40, 46, 50, 57, 64 to 69 (inclusive), 73 to 78 (inclusive), 80, 81, 84, 87 to 89 (inclusive), 94, 95, 97, 101, 112, 115 and 118 of Table A shall not apply to the Company.

2. Interpretation

Words and expressions defined in regulation 1 of Table A have the same meaning when used in these articles. In these articles and in Table A words importing the singular shall include the plural and vice versa, words importing the masculine shall include the feminine, and words importing persons shall include bodies corporate and unincorporated associations. Headings to these articles are inserted for convenience only and shall not affect the construction or interpretation of these articles.

SHARE CAPITAL

3. Share Capital

3 1 *Authorised share capital*

The authorised share capital of the Company at the date of the adoption of this article is £108,583,001 divided into 100,000,001 ordinary shares of £1 00 each ("Ordinary Shares"), 3,583,000 11% preference shares of £1 each ("11% Preference Shares") and 5,000,000 12% preference shares of £1 each ("12% Preference Shares") (together, the "Preference Shares") Save to the extent otherwise provided for in these articles, the 11% Preference Shares and the 12% Preference Shares shall rank *pari passu* and as a single class of share.¹²

3 2 *Reduction or cancellation*

Subject to the provisions of the Act and the rights attaching to the existing shares, the Company may by special resolution reduce or cancel its share capital or any revaluation reserve or share premium account or any other reserve fund in any manner and with and subject to any confirmation or consent required by law

SHARES

4. Rights attaching to Shares

The respective rights attaching to the Ordinary Shares and Preference Shares shall be as follows

4 1 *As regards income*³

In articles 4 1, 4 2, 4 3 and 4 3A

¹ New article 3 1 was adopted by written resolution on 29 November 2002 and was further amended by written resolution on 26 October 2006

² - Pursuant to a written resolution dated 21 February 2003, the authorised share capital was increased from £108,583,001 to £113,583,001 by the creation of 5,000,000 12% cumulative redeemable preference shares of £1 each having the rights and being subject to the restrictions set out in the articles of association

- Pursuant to a written resolution dated 23 May 2003, the authorised share capital was increased from £113,583,001 to £118,583,001 by the creation of 5,000,000 12% cumulative redeemable preference shares of £1 each having the rights and being subject to the restrictions set out in the articles of association

- Pursuant to a written resolution dated 14 August 2003, the authorised share capital was increased from £118,583,001 to £160,583,001 by the creation of 42,000,000 12% cumulative redeemable preference shares of £1 each having the rights and being subject to the restrictions set out in the articles of association

- Pursuant to a written resolution dated 31 March 2005, the authorised share capital was increased from £160,583,001 to £180,583,001 by the creation of an additional 20,000,000 12% cumulative redeemable preference shares of £1 each

³ Pursuant to a written resolution dated 26 October 2006 existing articles 4 1, 4 2 and 4 3 were deleted in their entirety and were replaced by new articles 4 1, 4 2, 4 3 and 4 3A

"Acting in Concert" has the meaning given to that term in the City Code on Take-overs and Mergers and the Rules Governing Substantial Acquisitions of Shares published by the Panel on Take-overs and Mergers (as amended from time to time),

"Controlling Interest" means Ordinary Shares together entitling the holder to exercise a majority of the votes at a general meeting of the Company,

"Controlling Shareholder" means the member(s) holding a Controlling Interest,

"Exit Costs" means the costs and expenses (including but not limited to the costs of legal, accounting and financial advice as well as any corporate finance, underwriters or banking fees) incurred by the person who was the Controlling Shareholder immediately prior to completion of a Share Sale in connection with such Share Sale,

"Preferred 11% Participation" in relation to any 11% Preference Share in issue on the Reference Date, means the sum of (i) the Preferred 11% Return of that 11% Preference Share as at that date and (ii) the amount paid on the nominal value of that 11% Preference Share,

"Preferred 12% Participation" in relation to any 12% Preference Share in issue on the Reference Date, means the sum of (i) the Preferred 12% Return of that 12% Preference Share as at that date and (ii) the amount paid on the nominal value of that 12% Preference Share,

"Preferred 11% Return" in relation to any 11% Preference Share in issue on the Reference Date, means 11% per annum on the amount paid on the nominal value of that 11% Preference Share calculated from (and including) the date of issue to (and excluding) the earlier of (i) the Reference Date and (ii) the date on which the full Preferred 11% Participation shall have been paid on that 11% Preference Share and compounded on each 30 June and 31 December in that period,

"Preferred 12% Return" in relation to any 12% Preference Share in issue on the Reference Date, means 12% per annum on the amount paid on the nominal value of that 12% Preference Share calculated from (and including) the date of issue to (and excluding) the earlier of (i) the Reference Date and (ii) the date on which the full Preferred 12% Participation shall have been paid on that 12% Preference Share and compounded on each 30 June and 31 December in that period,

"Reference Date" means, in relation to any dividend or other payment proposed to be made to the shareholders in relation to their holding of shares in the Company, the date on which such payment is to be made; and

"Share Sale" means the completion after the date of the adoption of these articles of any transaction whereby any person or persons Acting in Concert purchases or purchase or otherwise acquires or acquire all of the then issued shares

Any profits which the Company may determine to distribute in respect of any financial year shall belong to and be distributed amongst the holders of the Preference Shares and the holders of Ordinary Shares as follows

- (a) firstly, to the extent that the holders of the 11% Preference Shares have not then received the Preferred 11% Participation of such shares, in paying to the holders of the 11% Preference Shares the amount by which the aggregate amount previously paid by the Company to the holders of the 11% Preference Shares (in

that capacity) is less than the Preferred 11% Participation of such shares. To the extent that the profits that the Company determines to distribute are less than the aggregate Preferred 11% Participation of all of the 11% Preference Shares, such profits shall be applied among the holders of the 11% Preference Shares pro rata to the respective Preferred 11% Participations of the 11% Preference Shares held by them,

- (b) after payment of the Preferred 11% Participation to the holders of the 11% Preference Shares, secondly, to the extent that the holders of the 12% Preference Shares have not then received the Preferred 12% Participation of such shares, in paying to the holders of the 12% Preference Shares the amount by which the aggregate amount previously paid by the Company to the holders of the 12% Preference Shares (in that capacity) is less than the Preferred 12% Participation of such shares. To the extent that the profits that the Company determines to distribute are less than the aggregate Preferred 12% Participation of all of the 12% Preference Shares, such profits shall be applied among the holders of the 12% Preference Shares pro rata to the respective Preferred 12% Participations of the 12% Preference Shares held by them;
- (c) after payment of the Preferred 11% Participation and the Preferred 12% Participation to the holders of the 11% Preference Shares and the holders of the 12% Preference Shares respectively, the aggregate amount of profits resolved to be distributed (or balance of them) shall be paid to the holders of Ordinary Shares as nearly as is practicable pro rata to the amounts paid up on their Ordinary Shares

No dividend or other distribution shall be declared or paid on the Ordinary Shares unless or until the Company shall have paid to the holders of the 11% Preference Shares and the holders of the 12% Preference Shares, the aggregate Preferred 11% Participation and the aggregate Preferred 12% Participation respectively of all of the 11% Preference Shares and all of the 12% Preference Shares. No dividend or distribution shall be declared or paid on any 11% Preference Share or on any 12% Preference Share in excess of the Preferred 11% Participation or Preferred 12% Participation of that share.

4.2 *As regards capital:*

On a return of assets on liquidation, dissolution or winding up of the Company either voluntary or involuntary or other return of capital, the surplus assets of the Company remaining after payment of its liabilities (the "**Surplus**") shall be applied as follows:

- (a) first, to the extent that the holders of the 11% Preference Shares have not then received the Preferred 11% Participation of each 11% Preference Share held by them, in paying to the holders of the 11% Preference Shares the amount by which the aggregate amount previously paid by the Company to the holders of the 11% Preference Shares (in that capacity) is less than the Preferred 11% Participation of each 11% Preference Share held by them and if the Surplus is less than the aggregate Preferred 11% Participation of all of the 11% Preference Shares, the Surplus shall be applied among the holders of the 11% Preference Shares pro rata to the respective Preferred 11% Participations of the 11% Preference Shares held by them,
- (b) after payment of the Preferred 11% Participation to the holders of the 11% Preference Shares, secondly, to the extent that the holders of the 12%

Preference Shares have not then received the Preferred 12% Participation of each 12% Preference Share held by them, in paying to the holders of the 12% Preference Shares the amount by which the aggregate amount previously paid by the Company to the holders of the 12% Preference Shares (in that capacity) is less than the Preferred 12% Participation of each 12% Preference Share held by them and if the Surplus is less than the aggregate Preferred 12% Participation of all of the 12% Preference Shares, the Surplus shall be applied among the holders of the 12% Preference Shares pro rata to the respective Preferred 12% Participations of the 12% Preference Shares held by them, and

- (c) the balance (if any) of the Surplus remaining after the payments provided for in articles 4 2(a) and (b) shall belong to the holders of the Ordinary Shares according to the amounts paid on the nominal amount thereof

4 3 *Sales and Reorganisations*

For the purposes of article 4 2, a liquidation, dissolution or winding up of the Company shall be deemed to include a Share Sale in which case the Company and each holder of Preference Shares and each holder of Ordinary Shares shall procure that the proceeds of any such transaction (net of Exit Costs incurred in relation to that Share Sale) shall be distributed to the holders of Preference Shares and the holders of Ordinary Shares in the manner set out in article 4 2 as if such proceeds constituted a Surplus

4 3A *As regards redemption*

The Preference Shares shall not be redeemable

4 4 *As regards voting.*

- (a) Ordinary Shares shall confer on each holder thereof (in that capacity) the right to receive notice of and to attend, speak and vote at all general meetings of the Company
- (b) On a show of hands every holder of an Ordinary Share who is present in person or by proxy (or being a corporation is present by a representative) shall have one vote, and on a poll every holder of an Ordinary Share who is present in person or by a proxy (or being a corporation is present by a representative) shall have one vote for every Ordinary Share.
- (c) Preference Shares shall confer on each holder thereof (in that capacity) the right to receive notice of and to attend and speak at all general meetings of the Company but shall not confer any right (in that capacity) to vote thereat

Variation of rights

- 4 5 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Act, be varied or abrogated (i) in such manner (if any) as may be provided by those rights; (ii) either with the consent in writing of the holders of not less than three quarters in nominal value of the issued shares of the class, or (iii) with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of that class (but not otherwise) and may be so varied or abrogated whilst the Company is a going concern or during or in contemplation of a winding-up To every such separate general meeting all the provisions of these articles relating to general meetings of the

Company and to the proceedings at such general meetings shall with necessary modifications apply, except that

- (a) the necessary quorum shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class (but so that if at any adjourned meeting a quorum as defined above is not present, any one holder of any shares of the class present in person or by proxy shall be a quorum),
 - (b) the shares of the class in question shall carry the right to vote at such meeting notwithstanding that such shares would not entitle the holders of such shares to vote at a general meeting of the Company, and
 - (c) any holder of shares of the class present in person or by proxy may demand a poll and every such holder shall on a poll have one vote for every share of the class held by him
- 4 6 The preceding article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights of which are to be varied
- 4 7 The special rights attached to any class of shares having preferential rights shall not, unless otherwise expressly provided by the terms of issue of that class of shares, be deemed to be varied
- (a) by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects equally with such shares but in no respect in priority to such shares, or
 - (b) by the purchase by the Company of any of its own shares in accordance with the Act

5. Authority to allot

- 5 1 Subject to the provisions of Table A and to the provisions of these articles, the directors are generally and unconditionally authorised to exercise any power of the Company to offer, allot or grant rights to subscribe for or convert securities into or otherwise dispose of any shares (or interests in shares) in the Company, or any other relevant securities, up to the authorised share capital of the Company as at the date of adoption of these articles, to such persons, at such times and generally on such terms and conditions as the directors think proper provided that such authority shall only apply insofar as the Company in general meeting shall not have varied, renewed or revoked the same and provided that such authority may only be exercised within five years commencing upon the date of the adoption of these articles
- 5 2 Any offer or agreement in respect of relevant securities, which is made by the Company prior to the expiration of such authority and in all other respects within the terms of such authority, shall be authorised to be made, notwithstanding that such offer or agreement would or might require relevant securities to be allotted after the expiration of such authority and, accordingly, the directors may at any time allot any relevant securities in pursuance of such offer or agreement

- 5 3 The authority conferred upon the directors to allot relevant securities may at any time, by ordinary resolution of the Company in general meeting, be revoked, varied or renewed (whether or not it has been previously renewed under these articles) for a further period not exceeding five years

6. Pre-emption on allotment

- 6 1 Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to any allotment of equity securities by the Company
- 6 2 The shares comprised in the authorised share capital at the date of the adoption of these articles shall be at the disposal of the directors as they think proper but, unless otherwise determined by special resolution of the Company, any equity securities which are not comprised in the authorised share capital at the date of the adoption of these articles shall, before they are allotted on any terms to any person, be first offered by the Company on the same or more favourable terms to the members in proportion as nearly as is practicable to the nominal value of the shares in the Company held by the members respectively
- 6 3 Such offer shall be made by notice specifying the number of equity securities offered and the period, being not fewer than twenty-one days, within which the offer, if not accepted, will be deemed to have been declined After the expiration of such period, or if earlier on receipt of notice of the acceptance or refusal in respect of each offer so made, the directors may, subject to these articles, dispose of such equity securities as have not been taken up in such manner as they think proper

RENOUNCEABLE ALLOTMENT LETTERS

- 7 Where any renounceable allotment letters or other renounceable documents are issued by the Company in respect of the issue or offer of any shares, the directors may at their discretion impose such restrictions as they may think fit upon the right of any allottee or other person to whom the offer is made to renounce the shares so allotted or offered

LIEN

- 8 In regulation 8 of Table A the words and brackets "(not being a fully paid share)" shall be omitted

TRANSFER OF SHARES

9. Power of refusal

The directors may, in their absolute discretion and without giving any reason, refuse to register a transfer of a share to any person, whether or not it is a fully paid share or a share on which the company has a lien provided that, the directors will register the transfer of any share in the Company made pursuant to a Fixed and Floating Debenture and Security Assignment of Agreements between Senator Capital Limited, Hyder Business Services Group Limited, Grand Services Contracts Limited and Hyder Business Services (Payroll Services) Limited in favour of National Westminster Bank plc dated on or about 8 December 2000

10. Registration of transfers

The transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register of members of the Company in respect thereof

11. Prohibited transfers

No shares and no interest in shares shall be transferred to any infant, bankrupt or person of unsound mind and the directors shall refuse to register any such transfer

PROCEEDINGS AT GENERAL MEETINGS

12. Quorum

12 1 No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the business and also when such business shall be voted upon Two members so present and entitled to vote shall be a quorum for all purposes PROVIDED THAT, in circumstances where there is one member only, the quorum for any general meeting shall for all purposes be that member so present

12 2 If a quorum is not present at any such adjourned meeting as is referred to in regulation 41 of Table A, then, provided that the member present holds not fewer than 75% in nominal value of the shares of the Company in issue, any resolution agreed to by such member shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held

12 3 Any reference to presence at a general meeting or class meeting shall include presence of a member in person or by proxy or (being a corporation) by a duly authorised representative and shall include presence which is deemed in accordance with these articles (and "present" shall be construed accordingly)

13 Voting and right to demand a poll

13 1 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 by the chairman of the result of the show of hands, demanded in accordance with article 13 2.

13 2 A poll may be demanded at any general meeting by the chairman or by any member present and entitled to vote at that meeting

13 3 If at any general meeting any votes shall be counted which ought not to have been counted, or not be counted which ought to have been counted, the error shall not vitiate the result of the voting unless it is pointed out at the same meeting, and not in that case unless it shall, in the opinion of the chairman of the meeting, be of sufficient magnitude to vitiate the result of the voting

13 4 In regulation 54 of Table A the words ", not being himself a member entitled to vote," shall be deleted

14. Participation by conference telephone

Any member or member's proxy or duly authorised representative (being a corporation) may participate in a general meeting or a meeting of a class of members of the Company by means of conference telephones or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person (or by proxy or authorised representative as appropriate) at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of such a majority the location of the chairman shall be deemed to be the place of the meeting.

SINGLE MEMBER

15. Quorum when single member and record of decisions of single member

- 15.1 Notwithstanding any provision to the contrary in these articles or in Table A, in circumstances where the Company has only one member, that member present in person or by proxy shall be a quorum.
- 15.2 A single member shall, upon taking a decision which may be taken by the Company in general meeting and which has effect as if agreed by the Company in general meeting (unless that decision is taken by way of written resolution or unanimous assent), provide the Company with a written record of that decision.
- 15.3 For so long as the Company is a single member Company, all provisions of these articles and of Table A shall be construed so as to be consistent with the Company only having one member.
- 15.4 If, for any reason, the number of members of the Company increases beyond one and for so long as the number of members is more than one, the provisions of this article shall not apply.

MEMBERS' ASSENT

- 16 Pursuant to the rights and powers under common law of all members having the right to receive notice of and to attend and vote at general meetings to assent or agree to any matter, such members' assent or agreement to any matter may (without limitation), if written be evidenced by one or more documents (including a telex, facsimile, cable or telegram) each accurately stating the terms of the assent or agreement and signed by or on behalf of or otherwise emanating from one or more of such members. Any such signature may be given personally or by a duly appointed attorney or in the case of a body corporate by an officer or by its duly authorised corporate representative.
- 17 The provisions of article 16 are in addition to and not exclusive of:
- (a) any other rights and powers under common law of all members or any class of members having the right to attend and vote at general meetings to assent or agree to or ratify any matter or to pass any resolution by unanimous written consent, and

- (b) any statutory rights of the members or any class of members under sections 381A and 381B of and schedule 15A to the Act,

all of which rights and powers may be exercised by the members as an alternative to the unanimous assent or agreement referred to in article 16

PROXIES

- 18 An instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority may be handed to the chairman of the relevant meeting and regulation 62 of Table A shall be modified accordingly
- 19 An instrument appointing a proxy shall be deemed to include authority for the proxy to vote on any amendment of a resolution put to the meeting for which the proxy was appointed in such manner as the proxy sees fit

DIRECTORS

20. Number

Unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum but shall be not fewer than one.

21. Eligibility

Any adult person may be appointed or elected as a director whatever may be his age, and no director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age

BORROWING POWERS

- 22 The directors may exercise all the powers of the Company to borrow or raise money without limit as to amount and upon such terms and in such manner as they think fit and to grant any mortgage or charge over its undertaking, property and uncalled capital, or any part thereof and subject in the case of any security convertible into shares 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

DIRECTORS' INTERESTS

23. Duty to declare interests

A director who is in any way interested in a contract or a proposed contract with the Company (whether directly or indirectly) must declare the nature of his interest at any meeting of the directors or of a committee of the directors at which such contract or proposed contract is to be discussed, or otherwise by notice to the directors in accordance with the provisions of the Act. Having made such disclosure a director shall be entitled to vote at a meeting of directors or of a committee of the directors in respect of such contract or proposed contract in which he is interested and shall also be counted

in reckoning whether a quorum is present or deemed to be present at the meeting of the directors or, if relevant, the committee of the directors

24. Remuneration

A director may, notwithstanding his office, hold and be remunerated in respect of any office or place of profit held in the Company provided that he has previously complied with all requirements of the Act relating to disclosure of interests, and he or any firm, company, or other body in which he has an interest may act in a professional capacity for the Company and be remunerated for such work and shall not by reason of his office be accountable to the Company for any benefit which he derives from any such office or place of profit. Regulation 85 of Table A shall be modified accordingly.

25. Nature of interests and general notices

For the purposes of regulation 85 of Table A (as modified by articles 23 and 24) a director shall be considered to be interested in any contract, transaction or arrangement (if he would not otherwise be so interested) in which he is treated as interested for the purposes of section 317 of the Act. In the case of any transaction or arrangement with the Company in which the director is interested, a general notice given by a director and which otherwise complies with regulation 86(a) of Table A shall not be a disclosure as provided in that regulation unless it relates to a specified company or firm or other body in which he is interested or to a specified person who is connected with the director within the meaning of section 346 of the Act. Regulation 86 of Table A shall be modified accordingly.

DISQUALIFICATION OF DIRECTORS

26. The office of a director shall be vacated immediately:

- (a) If (not being precluded from so doing by the terms of any contract with the Company) by notice to the Company he resigns the office of director, or
- (b) If he is or becomes bankrupt or insolvent or enters into any arrangement with his creditors, or
- (c) If he is or becomes incapable by reason of illness, injury or mental disorder of exercising his functions as a director properly, or
- (d) If he is removed from office by a resolution duly passed pursuant to section 303 of the Act, or
- (e) If he is prohibited from being a director by an order made under the Company Directors Disqualification Act 1986 or otherwise by law

ROTATION OF DIRECTORS

- 27 The directors shall not be liable to retirement by rotation and accordingly the second and third sentences in regulation 79 of Table A shall not apply to the Company nor shall any other references to retirement by rotation in Table A.

MEMBERS' APPOINTMENTS

- 28 A member or members having the right to attend and vote at any general meeting of the Company and holding a majority in nominal value of the shares giving that right may from time to time by notice to the Company remove any director from office or appoint any person to be a director, and any such removal or appointment shall be deemed to be an act of the Company and not only of such member or members. Any such notice may consist of one or more documents (including a telex, facsimile, cable or telegram) each signed by or on behalf of or otherwise emanating from such member or members. Any such signature may be given personally or by a duly appointed attorney or in the case of a body corporate by an officer or by its duly authorised corporate representative.

PROCEEDINGS OF DIRECTORS

29. Regulation of meetings

The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

30. Calling and notice of meetings

- 30 1 A director may, and the secretary on the requisition of a director shall, at any time call a meeting of the directors. Notice of every meeting of the directors shall be given to every director, but the non-receipt of notice by any director shall not invalidate the proceedings at any meeting of the directors. Any director may waive his entitlement to notice of any meeting and such waiver may be prospective or retrospective.

- 30 2 A director absent or intending to be absent from the United Kingdom shall be entitled to request that notices of meeting of the directors (or any committee of the board) be sent to him at an address or to a fax or telex number given by him to the Company for this purpose, but if no such request is made to the Directors, it shall not be necessary to give notice of a meeting to a director who is for the time being absent from the United Kingdom.

31. Quorum

The quorum necessary for the transaction of the business of the directors shall be two PROVIDED THAT in circumstances where there is one director only, the quorum for any meeting of directors or committee of directors shall be one and that director or his alternate shall exercise all the powers and discretions expressed to be vested in the directors by the regulations of Table A and by these articles.

32. Voting

Questions arising at a meeting shall be decided by a majority of votes. The chairman shall not have a second or casting vote at meetings of the board.

Any and each Director appointed by Marchel Parkman plc or any of its subsidiary undertakings shall have and be entitled to exercise two votes in all proceedings of Directors.

33. Participation by conference telephone

Any director may participate in a meeting of directors by means of a conference telephone or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of such a majority the location of the chairman shall be deemed to be the place of the meeting.

34. Provisions where the sole member is also a director

Where the Company, having only one member, enters into a contract (other than a contract entered into in the ordinary course of the Company's business) with the sole member of the Company and such sole member is also a director of the Company the terms of such contract shall, unless the contract is in writing, be set out in a written memorandum or be recorded in the minutes of the first meeting of directors following the making of the contract.

35. Committees

Any meetings of a committee appointed under regulation 72 of Table A shall be governed mutatis mutandis by articles 29 to 34 (inclusive) of these articles.

SECRETARY

36. The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them. The directors may from time to time by resolution appoint one or more joint, assistant or deputy secretaries to exercise the function of the secretary. Regulation 99 of Table A shall be modified accordingly.

MANAGING OR EXECUTIVE DIRECTORS

37. Appointment

The directors may from time to time appoint one or more of their number to an executive office (including that of managing director, manager or any other salaried office) for such period and upon such terms as they think fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A director so appointed to an executive office shall (without being entitled to make any claim for damages for breach of any contract of service or claim for compensation between him and the Company) ipso facto cease to hold that office (unless otherwise agreed between himself and the Company), if he ceases from any cause to be a director.

38. Remuneration

The managing director, manager or other executive officer as aforesaid shall receive such remuneration whether by way of salary, commission or participation in profits or

otherwise (either in addition to or in lieu of his remuneration as a director) as the directors may from time to time determine

39. Delegation of powers

The directors may entrust to and confer upon a managing director, manager or other executive officer as aforesaid any of the powers exercisable by them upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time withdraw, alter or vary all or any of such powers

ALTERNATE DIRECTORS

40. Appointment, removal and cessation

40 1 Any director may at any time appoint another director or any other person to be his alternate director and may at any time terminate such appointment Any such appointment or removal shall be by notice from the director to the Company

40 2 Any person appointed as an alternate director shall vacate his office as such alternate director if and when the director by whom he has been appointed vacates his office as director otherwise than by retirement and re-election at the same meeting and upon the happening of any event which, if he were a director would cause him to vacate such office

41. Powers and notices

An alternate director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the directors and shall be entitled to attend and vote as a director, and to be counted in a quorum at, any such meeting at which the director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these articles shall apply mutatis mutandis as if he were a director. If an alternate director is himself a director, he shall be entitled in such circumstances as aforesaid to exercise the vote of the director for whom he is an alternate in addition to his own vote If an alternate director's appointor does not sign the same the alternate director's signature to any resolution in writing of the directors shall be as effective as the signature of his appointor The foregoing provisions of this article 41 shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member

42. Interests

Any alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements and be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company from time to time direct

PENSIONS AND ALLOWANCES

- 43 The directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a holding company or a subsidiary of the Company or is allied to or associated with the Company or with any such holding company or subsidiary, or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested, and the wives, widows, families, relations and dependants of any such persons, and establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, subject always, if so required by law, to particulars with respect to the proposed payment being approved by the Company, and a director shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument

DIVIDENDS

- 44 Any dividend or interim dividend may be paid by the Company in whole or in part by the distribution of specific assets provided that the directors shall have directed that such dividend shall be so paid. Where any difficulty arises in regard to such distribution, the directors may settle the same as they think expedient and in particular may issue fractional certificates (or ignore fractions), may fix the value for distribution of such specific assets or any part of such specific assets, may determine that cash payments shall be made to any member upon the footing of the value so fixed in order to adjust the rights of all parties; and may vest any such specific assets in trustees on trust for the persons entitled to the dividend as may seem expedient to the directors. Regulation 105 of Table A shall not apply

THE SEAL

45. Sealing

If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or a second director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal

46. Foreign seal

The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the directors

47. Dispensation

The Company may dispense with the need for a company seal insofar as permitted by the Act

NOTICE

48. Form of notice

Any notice to be given to or by any person pursuant to these articles shall be in writing except that a notice calling a meeting of the directors need not be in writing Any notice to be given under these articles may be delivered personally or sent by first class post (airmail if overseas) or by telex or facsimile

49. Address for service

The address for service of any notice shall be as follows

the case of a member	such member's address as shown in the register of members of the Company,
or his legal personal representative or trustee in bankruptcy	

in the case of a director	his last known address or at the address notified by him to the Company for that purpose,
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in the case of a meeting of the directors	the place of the meeting,
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in the case of the Company	its registered office,
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in the case of any other person	to his last known address
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50. Service

50 1 Any such notice shall be deemed to have been served and be effective

- (a) if delivered personally, at the time of delivery,
- (b) if posted, on receipt or at the expiry of two Business Days (or in the case of airmail four Business Days) after it was posted, whichever occurs first,

- (c) if sent by telex or facsimile, at the time of transmission (if sent during Business Hours) or (if not sent during Business Hours) at the beginning of Business Hours next following the time of transmission , and
 - (d) if sent by cable or telegram, at the time of delivery
- 50 2 For the purposes of this article 50, "Business Day" means any day other than a Saturday, Sunday or any day which is a public holiday in the place to which the notice in question is sent and "Business Hours" means the hours of 09 00 to 17 30 on a Business Day in the place to which the notice in question is sent
- 50 3 In proving such service it shall be sufficient to prove that personal delivery was made, or that such notice was properly addressed stamped and posted or in the case of a telex that the intended recipient's answerback code is shown on the copy retained by the sender at the beginning and end of the message or in the case of a facsimile that an activity or other report from the sender's facsimile machine can be produced in respect of the notice showing the recipient's facsimile number and the number of pages transmitted
- 50 4 In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding Notice so given shall constitute notice to all the joint holders

WINDING UP

- 51 In regulation 117 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how the division"

INDEMNITY

52. Indemnity

Every director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under sections 144 or 727 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto This article shall only have effect insofar as its provisions are not avoided by section 310 of the Act

53. Insurance

The directors shall have power to purchase and maintain for any director, secretary, auditor or other officer of the Company insurance against any liability referred to in section 310(1) of the Act