

COMPANY NUMBER: 03755182

THE COMPANIES ACT 1985 TO 1989

Company Limited by Shares

WRITTEN RESOLUTIONS

OF

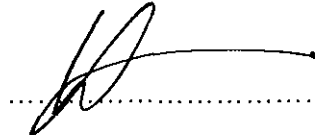
SWSH LIMITED

Dated the 18 day of October 2002

Pursuant to Section 381A of the Companies Act 1985 we, the undersigned, being all of the members of the Company who, at the date of this resolution would be entitled to attend and vote at general meetings of the Company, **HEREBY PASS** the following resolutions and agree that the said resolutions shall be as valid and effective as if the said resolutions had been passed by us at a general meeting of the Company duly convened and held.

SPECIAL RESOLUTIONS

1. ~~That the authorised share capital of the Company be increased from £50,000 to £100,000 by the creation of 50,000 ordinary shares of £1.00 each which shall be issued on such terms and at such time or times as the board shall determine and which shall when issued rank pari passu with the existing ordinary shares in the capital of the company.~~
2. That the Articles of Association in the form of the draft annexed hereto and signed be and are adopted as the New Articles of Association of the Company in substitution for the existing Articles of Association of the Company.
3. That the Directors of the Company are generally and unconditionally authorised pursuant to Section 80 of the Company Act 1985 to exercise all powers of the Company to allot 12,500 ordinary shares of £1 each to BAA Enterprises Limited.



WILLIAM SAWARD HINDMARCH



MICHAEL WILLIAM HINDMARCH



COMPANIES HOUSE

25/10/02

CR/DOCS/JULIE/SWSH/NEWMINUTES

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

SWSH LIMITED
(adopted on 18TH October 2002)

PRELIMINARY

1. The following regulations and (subject to their provisions) the regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 ("Table A") constitute the articles of association of SWSH.
2. In regulation 1 of Table A the words "and the articles" shall be deemed to be added after the words "these regulations" in each place where they occur.
3. Regulations 40, 50, 54, 64, 73 to 80 (inclusive), 87, 89, 90, 93 and 118 of Table A shall not apply to SWSH.

SHARES

4. The authorised share capital of SWSH at the date of adoption of these Articles is £100,000 divided into 100,000 Ordinary shares of £1 each.
5. The directors are generally and unconditionally authorised for the purpose of section 80 of the Act to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of these Articles and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said section 80) be renewed, revoked or varied by ordinary resolution of the Company in General Meeting.
6. All shares which the Company proposes to allot wholly for cash shall first be offered for subscription to the holders of the Ordinary Shares in the proportion that the aggregate nominal value of such shares for the time being held by each such holder bears to the total number of such shares in issue. Such offer shall be made by notice in writing specifying the number of shares to which the relevant holder is entitled and limiting a time (being not less than four weeks) within which the offer (if not accepted) will be deemed to have been declined. Holders of shares in the Company who accept the offer shall be entitled to indicate that they would accept, on the same terms, shares (specifying a

maximum number) which have not been accepted by other holders ("**Excess Shares**"). Any Excess Shares shall be allotted to holders who have indicated they would accept Excess Shares. Excess Shares shall be allotted pro rata to the aggregate number of Ordinary Shares held by holders accepting Excess Shares (provided that no such holder shall be allotted more than the maximum number of Excess Shares such holder has indicated he is willing to accept). After the expiration of such time, or upon receipt by the Company of an acceptance or refusal of every offer so made, the Board shall be entitled to dispose of any shares so offered, and which are not required to be allotted in accordance with this article 10.2, in such manner as the Board may think most beneficial to the Company. If, owing to the inequality of the number of new shares to be issued and the number of shares held by holders entitled to receive the offer of new shares, any difficulties shall arise in the apportionment of any such new shares amongst the holders such difficulties shall (in the absence of direction by the Company) be determined by the Board. The provisions of section 89(1) and section 90(1) to (6) (inclusive) of the Companies Act 1985 shall not apply to the Company.

LIEN

7. Without prejudice to the provisions of regulation 8 of Table A SWSH shall also have a first and paramount lien on all the shares registered in the name of any member for all moneys (whether presently payable or not) due to SWSH from that member, whether the debt in respect of which the moneys are due was incurred before or after notice to SWSH of any equitable or other interest of any person other than the member. SWSH's lien on a share shall extend to all dividends or other moneys payable thereon or in respect thereof. The directors may wholly or partially exempt any share from the provisions of this article upon such terms as they may think fit.

TRANSFER OF SHARES

8. The right to transfer shares or any interest in shares in the Company shall be subject to the following restrictions and provisions. References in the following Articles to transferring shares or Sale Shares shall include any interest in and grant of contractual rights or options over or in respect of shares.
9. Any Share may be transferred by a member to:
 - (a) a member of his family and for the purposes of this Article "member of his family" shall mean a wife, husband, widow, widower, issue, father, mother, brother or sister;
 - (b) the trustees of a settlement the sole beneficiaries of which are members of his family
 - (c) a company which is either:
 - (i) the wholly owned subsidiary of the transferor or
 - (ii) a holding Company of which the transferor is a wholly owned subsidiary or
 - (iii) a wholly owned subsidiary of any such holding company of the transferor

and the provisions of Articles 10 to 18 (inclusive) shall not apply.

10. Any person ("**the Proposing Transferor**") proposing to transfer any shares in the capital of the Company ("**the Sale Shares**") shall be required before effecting, or purporting to effect the transfer, to give a notice in writing to the Company that he desires to transfer the Sale Shares and shall state in the Transfer Notice the identity of the person (if known) to whom the Proposing Transferor desires to transfer the beneficial interest in the Sale Shares. The Transfer Notice shall constitute the Company as his agent for the sale of the Sale Shares (together with all rights then attached thereto) at the Prescribed Price (as determined in accordance with Articles 11 and/or 12) during the Prescribed Period (as defined in Article 12) to any member or to any other person selected or approved by the Directors on the basis set out in the following provisions of these Articles and shall include such other details of the proposed transfer as the Directors may in their absolute discretion determine and shall not be revocable except with the consent of the Directors.
11. The Prescribed Price (subject to the deduction therefrom where the Prescribed Price has been agreed with the Directors of any dividend or other distribution declared or made after such agreement and prior to the date on which the Transfer Notice was given ("**the Notice Date**")) shall be whichever is applicable of:
 - (a) the price per Sale Share agreed not more than one month before the Notice Date between the Proposing Transferor and the Directors as representing the market value thereof; or
 - (b) if no such agreement has been reached by the Notice Date, the price contained in a bona fide arm's length offer received from a third party by the Proposing Transferor not more than one month before the Notice Date and which remains open for acceptance in respect of the Sale Shares until at least seven days after the last date for compliance with the pre-emption provisions contained in this Article 10 (but subject to the right of the Directors to satisfy themselves that such offer is bona fide, for the consideration stated in the offer without any deduction, rebate or allowance whatsoever to the purchaser or other arrangement or agreement and so open for acceptance).
12. If, prior to the Notice Date, the Prescribed Price shall not have been agreed or determined in accordance with Article 11, upon the giving of the Transfer Notice the Directors shall refer the matter to the Auditors and the Auditors shall determine and certify the sum per share considered in their opinion to be the market value thereof as at the Notice Date and the sum per share so determined and certified shall be the Prescribed Price. The Auditors shall determine the Prescribed Price on the following basis; valuing the Sale Shares as on the basis of an arm's length sale; if the Company is then carrying on the business as a going concern, on the assumption that it will continue to do so; that the Sale Shares are capable of being transferred without restriction; but making no discount to the Sale Shares if such shares represent a minority interest in the capital of the Company. The Auditors shall act hereunder at the cost and expense of the Company as experts and not as arbitrators and their determination shall be final and binding on all persons concerned and, in the absence of fraud, they shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done by them for the purpose thereof or in connection therewith.
13. If the Prescribed Price was agreed as provided in Article 11, the Prescribed Period shall commence on the Notice Date and expire 16 weeks thereafter. If the Prescribed Price is to be determined in accordance with Article 12, the Prescribed Period shall commence on the Notice Date and shall expire three months after the date on which the Accountant shall

have notified the Directors of their determination of the Prescribed Price. Pending such determination the Directors shall defer the making of the offer mentioned in Article 14.

14. All shares included in any Transfer Notice shall by notice in writing be offered by the Company forthwith on receipt (subject to Article 13) of the relative Transfer Notice to all members (other than the holder of the Sale Shares) for the purchase at the Prescribed Price on the terms that in case of competition the Sale Shares shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings. Such offer:
 - (a) shall stipulate a time not exceeding 28 days within which it must be accepted or in default will lapse; and
 - (b) may stipulate that any members who desire to purchase a number of Sale Shares in excess of the proportion to which each is entitled shall in their acceptance state how many excess Sale Shares they wish to purchase and any shares not accepted by other members shall be used for satisfying the requests for excess Sale Shares pro rata to the existing shares respectively held by such members making such requests.
15. Any shares not accepted by any of the members pursuant to the foregoing provisions of these Articles by the end of the periods set out under Article 14 may be offered by the Directors to such persons as they may think fit for purchase at the Prescribed Price.
16. If the Company shall within the Prescribed Period find members or such other persons as aforesaid (each such person being hereinafter called "**a Purchaser**") to purchase the Sale Shares or any of them and give notice in writing thereof to the Proposing Transferor he shall be bound, upon payment to him of the Prescribed Price, to transfer such shares to the respective Purchaser(s), provided that, if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer some only of the Sale Shares, this provision shall not apply unless the Company shall have found Purchasers for all of the Sale Shares. Every notice given by the Company under this Article 16 shall state the name and address of each Purchaser and the number of Sale Shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than three days nor more than ten days after the date of the notice.
17. If a Proposing Transferor shall fail or refuse to transfer any Sale Shares to a Purchaser(s) hereunder the Directors may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Proposing Transferor and cause the Purchaser(s) to be registered as the holder of such shares. The receipt of the Company for the purchase money shall constitute a good discharge to the Purchaser(s) (who shall not be bound to see to the application thereof) and after the Purchaser(s) has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money to the Proposing Transferor until he shall have delivered his share certificate(s) or a suitable indemnity and the necessary transfers to the Company.
18. If the Company shall not within the Prescribed Period find Purchasers willing to purchase any or all of the Sale Shares and gives notice in writing thereof to the Proposing Transferor, or if the Company shall within the Prescribed Period give to the Proposing Transferor notice in writing that the Company has no prospect of finding Purchasers, the

Proposing Transferor at any time during a period of 45 days after the end of the Prescribed Period shall be at liberty (subject only to the provisions of regulation 24 of Table A) to transfer those Sale Shares for which the Company has not within the Prescribed Period given notice that it has found (or has given notice that it has no prospect of finding) Purchasers to any person by way of a bona fide sale at any price not being less than the Prescribed Price (after deducting, where appropriate, any dividend or other distribution declared or made after the date of the Transfer Notice and to be retained by the Proposing Transferor) provided that:

- (a) if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the Sale Shares he shall only be entitled to transfer all the unsold Sale Shares under this Article; and
- (b) the Directors may require to be satisfied that the Sale Shares are being transferred under this Article pursuant to a bona fide sale for the consideration stated in the Transfer Notice without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer.

- 19. The directors shall register any transfer (not being a transfer of a share on which SWSH has a lien) which complies with the provisions of articles 10 to 18 (inclusive) and shall not register any transfer which does not do so; and the first sentence of Regulation 24 of Table A shall not apply. For the avoidance of doubt, articles 10 to 18 (inclusive) shall not apply to the transmission of shares on the death of a member.
- 20. For the purpose of being satisfied that any proposed sale is bona fide and on the terms stated in the Transfer Notice with no rebate or allowance, the Directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration to furnish to the Company such reasonable information and evidence as the Directors may reasonably think fit regarding any matter which they may reasonably deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such requirement being made, the Directors shall be entitled to refuse to register the transfer in question.

COMPULSORY TRANSFERS

- 21. If a member which is a company either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets, such member or shall forthwith at the request of the Directors be required to give a Transfer Notice in respect of all of the shares held by such member. Such events shall be deemed to include, in relation to any company which is subject to the law of any overseas jurisdiction, any event which under the law of that jurisdiction is equivalent to any of the events so specified.
- 22. If there is a change in control (as control is defined in section 840 of the Income and Corporation Taxes Act 1988) of any member which is a company or other body corporate, it shall be bound at any time, if and when required in writing by the Directors so to do, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the shares registered in its and any nominee's name.

GENERAL MEETINGS

23. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. A quorum shall be two members present in person or by proxy (or, in the case of a corporate member, by representative).
24. 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 each member present in person shall have one vote and on a poll each member present in person or by proxy shall have one vote for every £1 in nominal amount of the shares held by him. A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.
25. A resolution in writing executed or approved by telefax or e-mail by or on behalf of the holders of all the issued Ordinary Share Capital, shall be as valid and effectual as if the same had been duly passed at a general meeting and may consist of several documents in the like form, each executed by or on behalf of one or more persons. In the case of a corporation, the resolution may be signed on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 53 shall be modified accordingly.

DIRECTORS

26. The maximum number and minimum number respectively of the directors of SWSH shall be determined from time to time by Ordinary Resolution in General meeting of the Company. Subject to and in default of such determination there shall be no maximum number of directors and the minimum number of Directors shall be two.
27. An alternate Director shall not be entitled as such to receive any remuneration from the Company and Regulation 66 of Table A shall be modified accordingly.
28. A Director or any such other person as mentioned in Regulation 65 of Table A may act as an alternate Director to represent more than one Director and an alternate Director shall be entitled at any meeting of the Directors to one vote for every Director he represents in addition to his own vote (if any) as a Director, but he shall count as only one for determining whether a quorum is present.
29. Meetings of the directors shall take place at such time or times as may be required.
30. The quorum for the transaction of the business of the directors shall be two. If within 30 minutes of the time fixed for the meeting a quorum is not present the meeting shall be dissolved.
31. A resolution in writing signed or approved by telefax or e-mail by all the Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity. Regulation 93 shall not apply.

32. The continuing directors or a sole continuing director may at any time act notwithstanding any vacancy in their body, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act for the purpose only of calling a general meeting.
33. Any question arising at any meeting of the directors shall be decided by a majority of votes but in the case of an equality of votes, the chairman shall have a casting vote.
34. A Director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company. Regulation 94 shall be modified accordingly, provided that he has disclosed to the Directors the nature and extent of any material interest or duty.

THE SEAL

35. Regulation 101 of Table A shall only apply if SWSH has a common seal. Whether it does or not, a share certificate may be executed under section 36A(4) of the Act instead of being sealed.

INDEMNITY

36. Subject to the provisions of the Act, and without prejudice to the provisions of regulation 118 of Table A, every director or other officer or auditor of SWSH shall be indemnified out of the assets of SWSH against all costs, charges, expenses or liabilities incurred by him in the execution or discharge of his duties or in relation thereto. SWSH may purchase and maintain for any such officer or auditor insurance against any liability which by virtue of any rule of law may attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to SWSH.