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No. 3898254

THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS
of
THE HESLEY GROUP LIMITED

(passed on 7 March 2000)

At an EXTRAORDINARY GENERAL MEETING of the Company duly convened and held at [Brock House] on [7 March] 2000 the following Resolutions were duly passed as Special Resolutions of the Company:-

RESOLUTIONS

THAT:-

1. That the 50 ordinary shares of £1 each in the capital of the Company held by S R Lloyd and the 50 unissued ordinary shares of £1 each in the capital of the Company be and they are hereby consolidated into and redesignated as, in each, case, one ordinary share of £50 in the capital of the Company carrying the rights and privileges set out in the new Articles of Association of the Company.

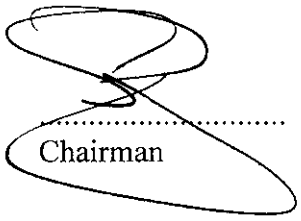
2. That:-

(A) the regulations contained in the printed document submitted to the Meeting and for the purpose of identification subscribed by the Chairman thereof are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of the Company;

(B) (1) the authorised share capital of the Company is hereby increased by £19,900 to £20,000 by the creation of an additional 398 Ordinary Shares of £50 each ranking pari passu in all respects as one class of shares with the existing Ordinary Shares in the capital of the Company; and

(2) the Directors are hereby generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to allot, or to grant any right to subscribe for or to convert any security into, shares in the Company up to a maximum nominal amount of £13,200 at any time or times during the period from the date of the passing of this resolution up to and including 31 December 2000 on which date the authority given by this resolution shall expire and such authority shall allow the Company to make an offer or agreement before the expiry of the authority which would or might require

shares to be allotted, or rights to subscribe for or to convert any security into shares to be granted, after the expiry of the authority.



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Chairman

THE COMPANIES ACT 1985 AND 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

THE HESLEY GROUP LIMITED
(Adopted by Special Resolution passed 2000)

PRELIMINARY

1. The regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 (hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied hereby. The regulations of Table A numbered 3, 41, 53, 64, 73 to 80 (inclusive) and 93 shall not apply to the Company and in lieu thereof and in addition to the remaining regulations of Table A (subject to the modifications hereinafter expressed), the Articles hereinafter contained shall constitute the regulations of the Company.

2. The Company is a private company and accordingly no offer shall be made to the public (whether for cash or otherwise) of any shares in or debentures of the Company and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any shares in or debentures of the Company which have been or are being offered for sale to the public.

3. Subject to the provisions of these Articles, the unissued shares in the capital of the Company shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by s.80(2) of the Companies Act 1985) of the Company to such persons and generally on such terms and in such manner as they think fit.

4. Subject to the provisions of Article 7, the general authority conferred by Article 3 hereof shall extend to all securities of the Company from time to time unissued during the currency of such authority. The said general authority shall expire on the fifth anniversary of the date of adoption of these Articles unless varied or revoked or renewed by the Company in General Meeting.

5. Subject to the provisions of Article 7, the Directors shall be entitled under the general authority conferred by Article 3 to make at any time before the expiry of such authority any offer or agreement which will or may require securities to be allotted after the expiry of such authority.

6. In accordance with section 91(1) of the Companies Act 1985 sections 89(1) and 90(1) to (6) (inclusive) shall be excluded from applying to the Company.

7. Notwithstanding any other Article in these Articles of Association:-

   (i) Any unissued shares in the Company (whether part of the present authorised share capital or created as the result of any increase in the authorised share capital in the Company) shall be offered for subscription in the first instance to the holders of the then issued shares in the Company (in the case of competition pro rata as nearly as may be to the number of the issued shares in the Company then held by them respectively).

   (ii) Any offer made in accordance with this Article shall be made by notice in writing specifying the number description and price of the shares offered and limiting the time (not being less than twenty one days) within which the offer if not accepted shall be deemed to be declined.

   (iii) At the expiration of the time limited by such offer for the acceptance of such shares or the earlier receipt of an intimation from the member to whom the offer is made that he or she declines to accept the shares offered, such shares may within two months thereafter be issued by the Directors to any persons firms or companies at a price being not less than the price at which such shares were offered to the existing shareholders pursuant to this Article 7.

SHARE CAPITAL

8(A) The authorised share capital of the Company as at the date of adoption of these Articles of Association incorporation is £20,000 divided into 400 Ordinary Shares of £50 each ("the Ordinary Shares").

8(B) The Company shall be entitled to create and issue further shares of any class and carrying rights as to capital, dividend, voting, redemption and otherwise as may be determined in accordance with the Articles of Association for the time being of the Company. The creation and issue of any such shares shall be deemed not to constitute a variation of the class rights of the Ordinary Shares.

LIEN

9. The Company shall also have a first and paramount lien on all shares (whether or not fully paid) standing registered in the name of any person,

whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all monies presently payable by him or his estate to the Company; and regulation 8 of Table A shall be modified accordingly.

TRANSFERS - GENERAL

10. An instrument of transfer of a share (other than a partly paid share) need not be executed by or on behalf of the transferee.

11. Subject (in the case of transmission of shares) to Regulations 29 to 31 (inclusive) of Table A the Directors shall not register any transfer of shares in the Company except in the circumstances permitted in Article 12, but shall have no right to refuse to register any transfer of shares in the Company made in accordance with Article 12.

TRANSFERS TO TRUSTEES, NOMINEES, ASSOCIATED COMPANIES, FAMILY MEMBERS AND OTHER THIRD PARTIES

12. (A) (1) Any share held by a Member as nominee or trustee may be transferred to any other person or persons provided that the transferor certifies to the Company, and the Company is satisfied, that no beneficial interest in such shares passed by reason of the transfer.

(2) Any Member who is a body corporate may transfer all (but not part) of the shares held by it in the company to its ultimate parent company or any other body corporate controlled, directly or indirectly, by its ultimate parent company (or controlled by itself if it is the ultimate parent company) Provided always that the transferor and transferee give an undertaking to the Company that, in the event of such transferee ceasing to be controlled directly or indirectly by such ultimate parent company and immediately prior to it so ceasing, such shares shall be transferred to such ultimate parent company.

(3) Any share may be transferred at any time by a Member to any other person with the written consent of other Members for the time being of the Company together holding 50% or more in nominal value of the Ordinary Shares in issue.

TRANSFERS BY ORDINARY SHAREHOLDERS - PRE-EMPTION RIGHTS

12. (B) Save as provided in Articles 11 and 12 (A), the Shareholders shall not be entitled to transfer any Ordinary Shares except in accordance with the following provisions of this Article 12 (B):-

(1) Any shareholder wishing to transfer part or all of the Ordinary Shares held by him (hereinafter referred to as the "Retiring Shareholder") shall first give a notice in writing (hereinafter referred to as a "Sale Notice") to the Company specifying the number and de-noting numbers (if any) of the Ordinary Shares which the Retiring Shareholder wishes to sell ("the Sale Shares") which notice shall constitute the Company the agent of the Retiring Shareholder for the sale of the Sale Shares at Market Value (such value to be determined in accordance with the provisions of paragraph (5) of this Article 12 (B) and otherwise in accordance with the provisions of this Article 12 (B).

(2) On receipt of a Sale Notice the Company shall offer the Sale Shares (or such of them as the Board may determine) at Market Value to all the Ordinary Shareholders apart from the Retiring Shareholder in proportion as nearly as may be to the nominal amount of their existing holdings of Ordinary Shares in the Company. Such offer shall to the extent that the same is not accepted within thirty days be deemed to be declined and any remaining Sale Shares which have not been accepted shall forthwith be offered at Market Value to the Ordinary Shareholders who have accepted Sale Shares and if there be more than one such Ordinary Shareholder (then in case of competition) in proportion as nearly as may be to their existing holdings of Ordinary Shares in the Company. If any Sale Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

(3) If the Company shall within ninety days after service of a Sale Notice find purchasing Shareholders in respect of all or any of the Sale Shares it shall give notice thereof to the Retiring Shareholder which notice shall provide:-

(i) the price for the Sale Shares is to be Market Value determined in accordance with Article 12 (B)(5);

(ii) the Retiring Shareholder shall have the right to revoke his Sale Notice and the purchasing Shareholder(s) shall have the right to withdraw from the proposed purchase until the price is agreed between them within the time limit referred to in Article 12 (B)(5) or within seven days of the date of the auditors certificate or Chartered Accountant's certificate referred to in Article 12 (B)(5) hereof whichever shall be applicable; and

(iii) if the Retiring Shareholder does not revoke his Sale Notice and the purchasing Shareholders do not withdraw pursuant to paragraph (ii) above then they shall be bound to complete the sale and purchase at the registered office of the Company within seven days of the end of the period of revocation or withdrawal specified in paragraph (ii) above.

(4) If the Company shall not within the space of ninety days after service of a Sale Notice find purchasing Shareholders for all of the Sale Shares or if through no default of the Retiring Shareholder the purchase of any of the Sale Shares is not completed within the time period provided by Article 12 (B)(3)(iii) above the Retiring Shareholder shall be at liberty at any time within sixty days of the service on him of the said notice after the expiry of the said ninety days or within sixty days after the time period provided by Article 12 (B)(3)(iii) above (as the case may be) to transfer such of the Sale Shares as were not accepted by purchasing Shareholders or in respect of which the sale was not completed as aforesaid to any person he may wish PROVIDED THAT such sale is completed at Market Value or any higher or (subject as provided below) lower price and that the terms of payment of the purchase price are no more favourable to the Purchaser than those offered to the Shareholders AND PROVIDED FURTHER THAT no Sale Shares shall be sold at a lower price than Market Value without the Retiring Shareholder first serving a further Sale Notice upon the Company specifying such lower price as the price at

which such Sale Shares are offered and all the provisions of this Article 12 (B) shall apply to such further Sale Notice save that the period for acceptance shall be twenty-one days instead of thirty and that the Market Value shall be such lower price.

(5) The Market Value of the Sale Shares shall be determined as follows:-

(i) by agreement between the Retiring Shareholder and the purchasing Shareholders, but if no such agreement has been reached within fourteen days of the first offer by the Company of such Sale Shares to existing Shareholders then and in such event Article 12 (B)(5)(ii) shall apply,

(ii) by the certificate of the auditors for the time being of the Company, but if, within seven days after giving notice of the said auditors certificate to the Retiring Shareholder and the purchasing Shareholders, the Company receives written notice from either the Retiring Shareholder or any of the purchasing Shareholders disputing the said auditors certificate then and in such event Article 12 (B)(5)(iii) shall apply,

(iii) by the certificate of an independent Chartered Accountant of not less than five years standing to be agreed between the Retiring Shareholder and the purchasing Shareholders and in default of agreement to be appointed at the request of either the Retiring Shareholder or any of the purchasing Shareholders by or on behalf of the President for the time being of The Institute of Chartered Accountants in England and Wales,

(iv) the Market Value of the Sale Shares shall in all cases be calculated on the basis that (a) the sale is between a willing seller and a willing purchaser of the Sale Shares so offered (as at the date of the Sale Notice) and (b) each Ordinary Share in the Company is of equal value, there being no discount in value for a minority holding and no premium in value for a substantial holding,

(v) any auditor of the Company certifying the Market Value of such Sale Shares shall act as

an expert and not as an arbitrator and (in the absence of receipt by the Company within the specified time limit of such a notice as is referred to in Article 12 (B)(5)(ii)) his certificate shall be final and binding on the parties,

(vi) any independent Chartered Accountant certifying the Market Value of such Sale Shares shall act as an expert and not as an arbitrator and his decision and certificate shall be final and binding on the parties.

(6) If a Retiring Shareholder fails to carry out the sale of any of the Sale Shares after he has become bound to do so under these Articles of Association then and in any such event the Directors may authorise some person to execute a transfer of the Sale Shares to the purchasing Shareholder(s) and the Company may give a good receipt for the purchase price and may enter in the register of members the purchasing Shareholder(s) as holders thereof and issue to them certificates for the same whereupon the purchasing Shareholder(s) shall become indefeasibly entitled thereto. The Retiring Shareholder shall in such case be bound to deliver up his certificate for the Sale Shares to the Company whereupon the Retiring Shareholder shall be entitled to receive the purchase price which shall in the meantime be held by the Company on trust for the Retiring Shareholder but without interest. If such certificate shall comprise any Ordinary Shares which the Retiring Shareholder has not become bound to transfer as aforesaid the Company shall issue to the Retiring Shareholder a balance certificate for such Ordinary Shares.

(7) The cost of obtaining a certificate pursuant to Article 12 (B)(5) above shall be borne as the auditor or independent Chartered Accountant (as applicable) shall decide Provided that if any Retiring Shareholder shall within twelve months of revoking a Sale Notice serve a further Sale Notice in respect of any of the shares comprised in an earlier Sale Notice the cost of obtaining any certificate relating to such further Sale Notice shall be borne wholly by such Retiring Shareholder.

13. If within one hour from the time appointed for the holding of a General Meeting a quorum be not present, the Meeting shall stand adjourned to the same day in the next week (or if that day is a holiday, then the next working day) thereafter at the same time and place as the original meeting

unless the Directors unanimously determine otherwise, and if at the adjourned Meeting a quorum shall not be present within one hour from the time appointed for the meeting, the member or members present shall be a quorum.

14. There shall be added at the end of Regulation 82 of Table A after the word "day" the words "and be divided amongst the directors as they shall see fit".

15. Subject to the provisions of the Companies Act 1985, a resolution in writing signed by all the Members or their proxies or being corporations by their duly authorised representatives for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held and may consist of several documents (including telexes) in like form each signed by or (in the case of a corporation) on behalf of one or more of the Members.

16. A Director shall not be required to hold any share qualification.

17. Any Director who, by request, performs special services or goes or resides abroad for any purpose of the Company may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Directors may determine.

18. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Regulations 85 and 94 of Table A shall be modified accordingly.

19. Regulation 81 of Table A shall not (save as hereinafter repeated) apply to the Company. The office of Director shall be vacated:-

    (A) if he resigns his office by notice in writing to the Company; or

    (B) if he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

    (C) if he becomes prohibited from being a Director by reason of any order made under the Company Directors (Disqualification) Act 1986; or

    (D) if he becomes of unsound mind; or

    (E) if he is removed from office under Section 303 of the

Companies Act 1985.

No Director shall vacate office nor shall any person be ineligible for appointment as a Director, by reason only of his attaining or having attained any particular age.

20. The Company may by Ordinary Resolution increase or reduce the permitted number of Directors.

21. Any Director shall have power at any time to appoint another Director (or with the consent of the Directors any person) to be an alternate Director to represent the Director appointing him, who may at any time remove such alternate Director so appointed from office. An alternate Director so appointed shall not, except by virtue of an agreement with the Director whom he represents entitling him to part of the remuneration which would otherwise be payable to such Director be entitled to receive any remuneration from the Company, but shall otherwise be subject to the provisions of these presents with regard to Directors. An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and, in the absence of the Director whom he represents to attend and vote at all meetings of the Directors and to perform all the functions of such Director as a Director. An alternate Director shall ipso facto cease to be an alternate Director if the Director whom he represents (A) gives notice to the Company terminating such appointment, or (B) ceases for any reason to be a Director. Any such appointment or removal shall take effect when the written notice effecting the same is delivered to the registered office of the Company, or to the Secretary, or is produced at a meeting of the Directors. A person may act as alternate Director to represent more than one Director, and an alternate Director shall be entitled at meetings of the Directors to one vote for every Director whom he represents in addition to his own vote as Director if he is a Director in his own right.

22. A resolution in writing signed by all the Directors entitled to notice of a Meeting of the Directors or their alternates shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly called and constituted and may consist of several documents (including telexes) in the like form each signed by one or more of the Directors.

23. There shall not be less than one Director and there shall not be more than seven Directors.

24. The Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director. The Directors may appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director, provided the appointment does not cause the number of Directors to

exceed the maximum referred to in Article 23.

The Director so appointed by the Directors shall only hold office until the next following annual general meeting of the Company. If not reappointed at such annual general meeting he shall vacate office at the conclusion thereof.

25. If at any time members holding 50% or more of the issued share capital of the Company approve and agree to the sale of the entire issued share capital of the Company to a third party pursuant to a bona fide offer then all the other members shall (if required by the members holding 50% or more of the said issued share capital) be obliged to sell their respective shareholdings in the Company for the same consideration per share and at the same time and shall be required to execute the necessary transfer forms to implement such sale of the entire issued share capital of the Company. If any member has failed to discharge his obligation to execute the necessary stock transfer form then the Secretary of the Company, or any Director whom the Directors may authorise, shall be deemed to have been appointed agent of the member who failed to execute the transfer with full power to complete, execute and deliver any document of transfer and to do such other things necessary, in the name and on behalf of such member, to sell and transfer his shareholding to enable the entire issued share capital of the Company to be sold and transferred to any purchaser, to receive payment of the price for the member's shareholding on his behalf (including receipt of any certificate for any new shares in the proposed holding company) and to give a valid receipt and discharge therefor and the Directors shall then be entitled to register the purchaser or the proposed holding company as the holder and transferee of the member's shareholding and to issue a certificate for the Ordinary Shares comprised in such shareholding whereupon the purchaser shall become indefensibly entitled thereto. The member who has failed to discharge his obligation to execute the necessary stock transfer form shall be bound thereupon to deliver up to the Directors for cancellation his certificate(s) for the Ordinary Shares of which he is the registered holder and on so delivering such certificate(s) shall thereupon be entitled to the purchase price transferred to the purchaser.

The powers conferred by this Article upon the Secretary of the Company, or any Director whom the Directors may authorise, shall not extend to enabling such Secretary or Director to give warranties or indemnities on behalf of a member or otherwise expose such member to the risk of litigation and shall be limited to signing such documents and doing such things necessary to effect the transfer of the member's shareholding.

ADDITIONAL POWERS

26. Subject to the provisions of Part V of the Companies Act 1985 the

Company may:

(A) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder,

(B) purchase its own shares (including any redeemable shares),

(C) make a payment in respect of the redemption or purchase under Section 160 or (as the case may be) Section 162 of the Companies Act 1985 and the relevant power (A) or (B) above, of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by Section 171 of the Companies Act 1985.