

**SPECIAL RESOLUTION
OF
STALLBRICK LIMITED**

JORDANS (SCOTLAND) LIMITED, currently the sole member of the above-named Company, HEREBY PASSES the following written resolution pursuant to section 381A of the Companies Act 1985.

It is resolved:

1. That the Articles of Association of the Company are hereby altered by deleting Article 12 and by adopting the following new Article(s):-

12. TRANSFER OF SHARES

12.1 The directors shall, subject to regulation 24 in Table A, register the transfer or, as the case may be, transmission of any shares:-

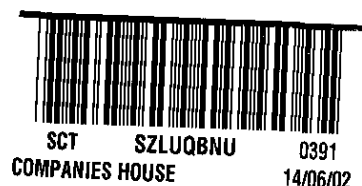
12.1.1 to a member of the family of a member or deceased member;

12.1.2 to any person or persons acting in the capacity of trustee or trustees of a trust created by a member (by deed or by will) or, upon any change of trustees of a trust so created, to the new trustee or trustees (so that any such transfer as aforesaid shall be registered pursuant to this paragraph only if such shares are to be held upon such terms of the trust) provided that there are no persons beneficially interested under the trust other than a member or members of his family and the voting rights conferred by any such shares are not exercisable by or subject to the consent of any person other than the trustee or trustees of the

12.1.3 by the trustee or trustees of a trust to which Article 12.1.2 above applies to any person beneficially interested under the trust being the member or a member of his family;

12.1.4 to the legal personal representatives of a deceased member where under the provisions of his will or the laws as to intestacy the persons beneficially entitled to any such shares, whether immediately or contingently, are members of the family (as hereinafter defined) of the deceased member, and by the legal personal representatives of a deceased member to a member or members of the family of the deceased member;

12.1.5 to any other member of the Company.



12.2 For the purpose of Articles 12.1 above and 12.10 below but not any other Article:

12.2.1 the word "member" shall not include a person who holds shares only in the capacity of trustee, legal personal representative or trustee in bankruptcy but shall include a former member in any case where the person concerned ceased to be a member as a result of the creation of the relevant trust; and

12.2.2 the words "a member of the family of a member" shall mean the husband, wife, widow, widower, child and remoter issue (including a child by adoption), parent (including adoptive parent), brother and sister (whether of the full or half blood and including a brother or sister related by adoption), and child and remoter issue of any such brother or sister (including a child by adoption), of the member.

12.3 Notwithstanding the provisions of Article 12, the directors may decline to register any transfer or transmission which would otherwise be permitted hereunder without assigning any reason therefor, if it is a transfer

12.3.1 of a share (whether or not it is fully paid) made pursuant to Article 12.9 below;

12.3.2 of a share pursuant to Article 12.1 above by a member of the Company who is employed by the Company in any capacity provided that this restriction shall not apply to such member's legal personal representatives.

Regulation 24 in Table A shall, for these purposes, be modified accordingly.

12.4 Save where a transfer is made pursuant to Article 12.1 above any person (hereinafter called "the proposing transferor") proposing to transfer any shares shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and specifying the price per share which in his opinion constitutes the fair value thereof. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice to any member or members willing to purchase the same (hereinafter called "the purchasing member") at the price specified therein or at a fair value certified in accordance with Article 12.6 below (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the directors.

12.5 The shares comprised in any transfer notice shall be offered to the members (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called "the offer notice") within 7 days after the receipt by the Company of the transfer notice. The offer notice shall state the price per share specified in the transfer notice and shall limit the time in which the offer may be accepted, not being less than 21 days nor more than 42 days after the date of the offer notice, provided that if a certificate of valuation is requested under Article 12.6 below the offer shall remain open for acceptance for a period of 14 days after the date on which notice of the fair value certified in accordance with that Article shall have been given by the Company to the members. For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The offer notice shall further invite each member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively, provided that no member shall be obliged to take more shares than he shall have applied for. If any 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 may think fit.

12.6 Any member may, not later than 8 days after the date of the offer notice serve on the Company a notice in writing requesting that the auditor for the time being of the Company (or at the discretion of the auditor, or if there is no auditor, a person nominated by the President for the time being of the Institute of Chartered Accountants in the country of the situation of its registered office) certify in writing the sum which in his opinion represents the fair value of the shares comprised in the transfer notice as at the date of the transfer notice and for the purpose of this Article reference to the auditor shall include any person so nominated. Upon receipt of such notice the Company shall instruct the auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the proposing transferor and the purchasing members or borne by any one or more of them as the auditor in his absolute discretion shall decide. In certifying fair value as aforesaid the auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the auditor, the Company shall by notice in writing inform all members of the fair value of each share and of the price per share (being the lower of the price specified in the transfer notice and the fair value of each share) at which the shares comprised in the transfer notice are offered for sale. For the purpose of this Article the fair value of each share comprised in the transfer notice shall be its value as a rateable proportion of the total value of all the issued shares of the Company and shall not be discounted or enhanced by reference to the number of shares referred to in the transfer notice.

12.7 If purchasing members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in Article 12.5 above, the Company shall not later than 7 days after the expiry of such appropriate period give notice in writing (hereinafter called "the sale notice") to the proposing transferor specifying that the purchasing members and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing members.

12.8 If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing members. The Company shall pay the purchase money into a separate bank account.

12.9 If the Company shall not give a sale notice to the proposing transferor within the time specified in Article 12.7 above, he shall, during the period of 30 days next following the expiry of the time so specified, be at liberty subject to Article 12.3 above to transfer all or any of the shares comprised in the transfer notice to any person or persons.

12.10 In any case where any shares are held by the trustee or trustees of a trust following a transfer or transfers made pursuant to Article 12.1.2 above and it shall come to the notice of the directors that not all the persons beneficially interested under the trust are members of the family (as hereinbefore defined) of the member by whom the trust was created, the directors may at any time within 28 days thereafter resolve that such trustee or trustees do transfer such shares and such trustee or trustees shall thereupon be deemed to have served a transfer notice comprising such shares pursuant to Article 12.4 above and to have specified therein the fair value to be certified in accordance with Article 12.6 above and the provisions of Article 12 shall take effect accordingly. Notice of such resolution shall forthwith be given to such trustee or trustees.

12.11 In the application of regulations 29 to 31 (inclusive) in Table A to the Company:-

12.11.1 save where the proposed transfer or transmission is within Article 12.1 above ("a permitted transfer") any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall give a transfer notice before he elects in respect of any share to be registered himself or to execute a transfer;

12.11.2 if a person so becoming entitled shall not have executed a permitted transfer or given a transfer notice in respect of any share within 6 months of the death or bankruptcy, the directors may at any time thereafter upon resolution passed by them give notice requiring such person within 30 days to execute permitted transfers or to give a transfer notice in respect of all the shares to which he has so become entitled and for which he has not previously done so and if he does not do so he shall at the end of such 30 days be deemed to have given a transfer notice pursuant to Article 12.4 above relating to those shares in respect of which he has still not executed permitted transfers or given a transfer notice;

12.11.3 where a transfer notice is given or deemed to be given under this Article 12.11 and no price per share is specified therein the transfer notice shall be deemed to specify the sum which shall, on the application of the directors, be certified in writing by the auditors in accordance with Article 12.6 above as the fair value thereof.

12.12 Whenever any member of the Company who is employed by the Company in any capacity (whether or not he is also a director) ceases to be employed by the Company otherwise than by reason of his death the directors may at any time not later than 6 months after his ceasing to be employed resolve that such member do retire, and thereupon he shall (unless he has already served a transfer notice) be deemed to have served a transfer notice pursuant to Article 12.4 above and to have specified therein the fair value to be certified in accordance with Article 12.6 above. Notice of the passing of any such resolution shall forthwith be given to the member affected thereby.

Date 31st May 2002.

Signed



(Authorised Signatory of JORDANS (SCOTLAND) LIMITED)