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Burden

Company No: SC 247082

THE COMPANIES ACTS 1985 AND 1989

WRITTEN RECORD OF A DECISION OF THE SOLE MEMBER

of

WALLACES EXPRESS LIMITED


(the "Company")

In accordance with section 382B of the Companies Act 1985, we, Brian James Calder and Susan Mary Calder as Trustees of the D S Cosh Trust, being the sole member of the Company hereby give notice that on 5 December 2003, we took the decisions set out below, which might have been taken by the Company in general meeting and which have effect as if agreed by the Company in general meeting. In accordance with that section, we hereby provide the Company with a written record of those decisions.

- (1) That the Company adopt new articles of association in the form attached to this Resolution, in substitution for and to the exclusion of the existing Articles of Association of the Company;
- (2) That each of the 1,000 ordinary shares of £1 each comprising the entire issued share capital of the Company, including the one issued ordinary share of £1 held at the date of this Resolution by Brian James Calder, be converted into and redesignated as an "A" ordinary share of £1, having the rights and being subject to the restrictions set out in the articles of association of the Company as adopted pursuant to paragraph (1) of this Resolution;
- (3) That the authorised share capital of the Company be increased from £1,000 to £1,250,000 by the creation of an additional 499,000 "A" ordinary shares of £1 each, 500,000 "B" ordinary shares of £1 each and 250,000 "C" ordinary shares of £1 each, to rank *pari passu* in all respects with the existing "A" ordinary shares of the Company; and

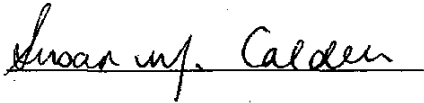


- (4) That pursuant to Section 80 of the Companies Act 1985 (a) the Directors be authorised generally and unconditionally to allot relevant securities up to a maximum nominal amount of £1,249,999, such authority to expire on the fifth anniversary of the date of the passing of this Resolution and (b) the Company be allowed to make an offer or agreement which would or might require relevant securities to be allotted after the foregoing authority has expired.



Brian James Calder as Trustee of the D S Cosh Trust

Dated: 5 December 2003



Susan Mary Calder as Trustee of the D S Cosh Trust

Dated: 5 December 2003

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

WALLACES EXPRESS LIMITED

Registered No 247082

Incorporated in Scotland on the 2 April 2003

DUNDAS & WILSON CS

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GAB/GMB/WAL136.0001

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

WALLACES EXPRESS LIMITED

As adopted by Resolution passed on 5 December 2003

PRELIMINARY

1. The Regulations contained in and applied by Table A in the Schedule to the Companies (Tables A to F) Regulations 1985, as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and by The Companies Act 1985 (Electronic Communications) Order 2000 (hereinafter referred to as "**Table A**"), in so far as not excluded, altered or modified by or inconsistent with the following Articles, shall apply to the Company and be deemed to be incorporated herein. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in Table A shall have the same meanings in these Articles.
2. Regulations 2, 24, 26, 30 to 34 (inclusive), 40, 41, 50, 54, 56, 57, 58, 60, 61, 62, 64, 65-69 (inclusive), 73 to 80 (inclusive), 82, 88 to 90 (inclusive), 94, 96-98 (inclusive), 112, 115 and 118 of Table A shall not apply to the Company.
3. Unless otherwise required by the context of these Articles and Table A, in so far as not excluded and as modified in terms of this Article, words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.
4. Headings in these Articles are for convenience only and shall not affect the interpretation hereof.

5. In these Articles, "the Act" means the Companies Act 1985 as amended prior to adoption of these Articles.

6. In these Articles,

6.1 "Shareholders" shall mean the holder for the time being of the "A" Shares (as hereinafter defined), the holder for the time being of the "B" Shares (as hereinafter defined) and the holder for the time being of the "C" Shares (as hereinafter defined) and references to "Shareholder" shall be construed accordingly;

6.2 "Encumbrance" shall mean any encumbrance or security interest whatsoever including (without limitation) any charge, mortgage, standard security, floating charge, pledge, hypothec, assignation in security, lien, right of pre-emption, option, right to acquire, conversion right, third party right, interest and claim, right of set-off, right of counterclaim, title retention, conditional sale arrangement, trust arrangement and any other preferential right, agreement or arrangement having similar effect;

6.3 "Group" shall mean the Company and/or any subsidiary (as defined in the Act) for the time being of the Company;

6.4 "Leaver" shall mean any:-

- (a) Shareholder who is employed by the Company or a member of the Group from time to time and who ceases to be an employee (other than by reason of a Default Event in terms of Article 23) of the Company or any such member of the Group (whether or not his contract of employment is validly terminated) and does not continue (or is not immediately re-employed) as an employee of the Company or any other member of the Group; or
- (b) in the case of the "A" Shareholder, Brian Calder, if he ceases to be an employee (other than by reason of a Default Event in terms of Article 23) of the Company or any other member of the Group (whether or not his contract of employment is validly terminated) and does not continue (or is not immediately re-employed) as an employee of the Company or any other member of the Group.

In this definition and in the definition of "Bad Leaver" and for the purposes of Article 51, any reference to the date of cessation of employment (or similar) shall be the date upon which the contract of employment of the relevant person terminates;

- 6.5 "Bad Leaver" shall mean a Leaver where the cessation of employment is as a result of the relevant person: -
- (a) resigning (other than as a result of permanent incapacity due to ill health (save where such ill health arises as a result of an abuse of drink or drugs)); or
 - (b) being summarily dismissed in circumstances where the Company is not liable to pay him compensation or damages for the cessation of his employment;
- 6.6 "Good Leaver" shall mean any Leaver other than a Bad Leaver;
- 6.7 "business day" means a day which is not a Saturday or Sunday or a bank or other public holiday in Scotland;
- 6.8 "Brian Calder" means Brian James Calder as at the date of adoption of these Articles residing at 3 Shalloch Park, Doonfoot, Ayr, KA7 4HL;
- 6.9 "'A" Shareholder" means the holder for the time being of the "A" Shares, being Brian Calder and Susan Calder as Trustees of the D S Cosh Trust as at the date of adoption of these Articles.

SHARE CAPITAL

7. The share capital of the Company at the date of adoption of these Articles is £1,250,000 divided into 500,000 "A" ordinary shares of £1 each (the "'A" Shares"), 500,000 "B" ordinary shares of £1 each (the "'B" Shares") and 250,000 "C" ordinary shares of £1 each (the "'C" Shares").
8. Except as otherwise provided in these Articles, the "A" Shares, the "B" Shares and the "C" Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
9. On the transfer of shares as permitted by these Articles:-
- (a) shares transferred to a non-member shall remain of the same class as before the transfer; and
 - (b) shares transferred to an existing member shall automatically be converted into shares of the same class as the shares already held by that member (to the extent that they are shares of a different class).

10. No variation of the rights attaching to any class of shares shall be effective without any consent or sanction required by the Act to such variation and/or except with:-

10.1 the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the relevant class; or

10.2 the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the relevant class. To any such separate general meeting all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy and holding or representing not less than one-third in nominal value of the issued shares of the relevant class, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him and that any holder of shares of the class present in person or by proxy or (being a corporation) by a duly authorised representative may demand a poll. For the purpose of this Article one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.

11. Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:-

11.1 the grant of any option or other right to subscribe for shares or any loan capital of the Company and any alteration or increase or reduction or sub-division or consolidation of the authorised or issued share capital of the Company or of any of its subsidiaries, or any variation of the rights attached to any of the shares for the time being in the capital of the Company or any of its subsidiaries or the issue of any loan capital of the Company or the alteration of any rights attached thereto (other than in respect of loan capital issued on or prior to the date of adoption of these Articles); or

11.2 the disposal of the undertaking of the Company or of any of its subsidiaries or any substantial part thereof or by the disposal of any share in the capital of any subsidiary of the Company; or

11.3 the acquisition of any interest in any share in the capital of any company by the

Company or any of its subsidiaries; or

- 11.4 the application by way of capitalisation of any sum in or towards paying up any debenture or debenture stock of the Company; or
- 11.5 any alteration of the restrictions on the powers of the directors of the Company and its subsidiaries to borrow, give guarantees or create charges; or
- 11.6 the winding up of the Company or any resolution to put the Company into liquidation; or
- 11.7 the entering into of a contract by the Company to purchase any of its shares; or
- 11.8 any alteration of the Company's memorandum or articles of association; or
- 11.9 the payment of any dividend or other distribution; or
- 11.10 any borrowing, loans or credit given to any member of the Group (other than normal trade credit or any borrowing, loans or credit facilities, made to any member of the Group on or prior to the date of adoption of these Articles) or any loans or credit by any member of the Group to any person (other than in the normal course of the business); or
- 11.11 the creation of any Encumbrance whatsoever on any asset of any member of the Group other than:
 - 11.11.1 liens arising in the ordinary course of business; or
 - 11.11.2 any charge arising by the operation or purported operation of title retention clauses and in the ordinary course of business;
- 11.12 the entering into of a written service agreement with any director or connected person (as defined by section 839 Income and Corporation Taxes Act 1988) or the material variation of any such existing service agreement with any such person; or
- 11.13 the calling of a meeting of the Company to effect or approve any matter which would by virtue of this article be a variation of the class rights of the shares.

UNISSUED SHARES

12. No shares in the Company nor any right to subscribe for or convert any security into shares in the Company shall at any time be allotted unless within one month before that allotment every holder for the time being of "A" Shares, every holder for the time being of "B" Shares and every holder for the time being of "C" Shares has consented in writing to that allotment and its terms and to the identity of the proposed allottee.
13. No "A" Share nor any right to subscribe for or convert any security into an "A" Share shall be allotted otherwise than to the holder of an "A" Share, no "B" Share nor any right to subscribe for or convert any security into a "B" Share shall be allotted otherwise than to the holder of a "B" Share and no "C" Share nor any right to subscribe for or convert any security into a "C" Share shall be allotted otherwise than to the holder of a "C" Share.
14. Section 89(1) of the Act shall not apply to an allotment of any equity security where the consent of every holder of "A" Shares, every holder of "B" Shares and every holder of "C" Shares to that allotment has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles.
15. The Company shall not be bound to recognise but shall be entitled to recognise in such manner and to such extent as it may think fit any trusts in respect of any of the shares of the Company. Notwithstanding any such recognition the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive, in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were the absolute owners thereof. For the purposes of this Article "trust" includes any right in respect of any shares of the Company other than an absolute right thereto in the registered holder thereof for the time being or such other rights in the case of transmission thereof as are mentioned in Table A.
16. Subject to the provisions of the Act, the Company may from time to time purchase its own shares.

TRANSFER OF SHARES

17. Subject to the provisions of Articles 18 to 22 (inclusive), no sale, transfer, assignation, pledge, charge or other disposition of any Share or of any interest in any Share or any rights attaching to it, shall be made, granted or created either voluntarily or by operation of law without the prior written consent of all of the Shareholders for the time being.
18. The Directors shall have no discretion to register any transfer of Shares which has not been made in compliance with the provisions of the Articles, but shall forthwith register any duly stamped transfer to which all Shareholders for the time being have consented in writing.
19. Any of the Directors may from time to time require any Shareholder to provide the Company with such information and evidence as they may reasonably think fit to ensure compliance with Articles 17 to 22 (inclusive). If the Shareholder fails to provide such information or evidence in respect of any shares registered in its name to the reasonable satisfaction of the Directors within 10 business days of their request, the Directors may serve a notice on the Shareholder stating that the Shareholder shall not, in relation to all shares held by that Shareholder, be entitled to be present or to vote either in person or by proxy at any general meeting of the Company or any meeting of any class of shares in the Company or to receive any dividends on the shares until such evidence or information has been provided.
20. A Shareholder may transfer the entire legal and beneficial interest in all (but not some only) of the Shares held by him in the Company for a cash payment with no deferred consideration terms if he complies with the following restrictions:-
 - 20.1 Before transferring the Shares the Shareholder (the "**Selling Shareholder**") shall give a notice in writing (a "**Transfer Notice**") to the Company irrevocably appointing the Company as his agent for the sale of his shares (the "**Sale Shares**") together with all rights in those shares to any Shareholder on the terms set out below.
 - 20.2 If the Transfer Notice does not specify a price for which the Selling Shareholder is prepared to sell the Sale Shares the Directors shall within 5 business days of receiving the Transfer Notice instruct valuers to value the Sale Shares in accordance with Article 22.

20.3 If the Transfer Notice specifies a price per share for which the Selling Shareholder is prepared to sell the Sale Shares, the Directors shall within 7 business days of receiving the Transfer Notice offer the Sale Shares to all Shareholders other than the Selling Shareholder (the "**Remaining Shareholders**"). The offer shall be in writing and invite each Remaining Shareholder to state in writing to the Company within 20 business days from the date of the offer (the "**Offer Period**") either:-

20.3.1 that he accepts the offer at the price stated in the Transfer Notice and on the terms of these Articles; or

20.3.2 that he is willing in principle to purchase the Sale Shares, but considers that the price is not a fair price for the Sale Shares.

20.4 If no Remaining Shareholder accepts the offer at the price stated in the Transfer Notice but any Remaining Shareholder has indicated his willingness to purchase the Sale Shares at a lower price, then the Directors shall within 5 business days from the expiry of the Offer Period instruct valuers to value the Sale Shares in accordance with Article 22.

20.5 Within 5 business days of receiving a valuation certificate prepared in accordance with Article 22, the Directors shall send a copy of the certificate to the Selling Shareholder. The Selling Shareholder, if he so wishes, shall have the right to withdraw the Transfer Notice by written notice to the Company received no later than 7 business days from the date that the copy of the valuation certificate was delivered to the Selling Shareholder. Failing such withdrawal, the Directors shall, within 10 business days of receipt of the valuation certificate by the Selling Shareholder, offer the Sale Shares to all Remaining Shareholders, at such price specified in the valuation certificate. The offer shall be in writing, shall be conditional upon the Selling Shareholder not having exercised his rights of withdrawal mentioned in these Articles and shall invite the Remaining Shareholders to state in writing to the Company within 20 business days from the date of the offer (the "**Second Offer Period**") that he accepts the offer at the price determined by the valuation and on the terms of these Articles.

20.6 If the Remaining Shareholders or any of them accepts the offer under either Articles 20.3 or 20.5 for all of the Sale Shares the Directors shall on the expiration of the Offer Period or the Second Offer Period (as appropriate) allocate the Sale Shares:-

- 20.6.1 to the accepting Remaining Shareholder(s) holding shares of the same class as those of the Selling Shareholder, or, if more than one, between them in proportion to the number of Shares in the class held by each accepting Remaining Shareholder;
- 20.6.2 if no Remaining Shareholder holding shares of the same class as those of the Selling Shareholder accepts the offer, to any other accepting Remaining Shareholder, or, if more than one, between them in proportion to the number of Shares held by them.
- 20.7 If the Remaining Shareholders (or any of them) have not accepted the offer for all of the Sale Shares under either Articles 20.3 or 20.5 the Directors shall so notify the Selling Shareholder and the Transfer Notice will be deemed to be withdrawn (unless the Transfer Notice is deemed to be served in accordance with Article 23). In such circumstance, the Selling Shareholder may within 10 business days of receipt of such latter notification advise the Directors that he is invoking Article 20.9.
- 20.8 The Directors shall within 5 business days of the end of the Offer Period or the Second Offer Period (as appropriate) give notice in writing (the "**Completion Notice**") of the allocation(s) referred to in Article 20.6 to the Selling Shareholder and the successful accepting Remaining Shareholder(s) (the "**Purchasers**") and the Selling Shareholder and the Purchasers shall be bound to buy and sell the Shares at the price at which the relevant offer was made, completion to take place in accordance with Article 21.
- 20.9 If (i) the Selling Shareholder has notified the Directors that he is invoking this Article 20.9 (pursuant to Article 20.7) or (ii) no Remaining Shareholder accepts the offer under Article 20.3 or 20.5 and the Transfer Notice is a deemed Transfer Notice in the circumstances set out in Article 23 the following procedure shall apply:-
- 20.9.1 the Company shall seek to buy back all of the Sale Shares at a price fixed as at the date of the original Transfer Notice or deemed Transfer Notice (in each case the "**Transfer Notice Date**") as the case may be in accordance with Article 22 at any time during the period of 12 months after the Transfer

Notice Date ("**the Protected Period**") in accordance with the Act and where this is possible in terms of the Act and these Articles. The price of the Sale Shares fixed in accordance with this Article 20.9.1 shall increase at a rate of 1% above the base lending rate of the Clydesdale Bank PLC from time to time between the date that the said price is fixed and the date that the Sale Shares are bought back by the Company;

20.9.2 the Selling Shareholder may at any time following the expiry of the Protected Period sell the Sale Shares by means of a bona fide sale to a third party to the extent that the Company has not exercised its right to buy back any of the Sale Shares in accordance with Article 20.9.1 and provided that the Remaining Shareholders have given their consent, save for any transfer in accordance with Article 26;

20.9.3 if the Selling Shareholder is unable to procure a sale of his Sale Shares in accordance with these Articles within 6 months after the end of the Protected Period they shall not be permitted to sell their Shares and must serve a new Transfer Notice should they wish to begin the process again.

20.10 In Articles 17 to 22 (inclusive), "**complete**" shall mean the delivery of executed share transfers together with the relative share certificates against payment or delivery of the consideration, and a "bona fide" sale shall mean an outright arms length sale to a financially responsible individual, company or other business entity that appears reasonably able to comply with the terms of these Articles.

21. Completion of a sale pursuant to the Transfer Notice referred to in Article 20 ("**Completion**") shall take place in accordance with the following provisions:-

21.1 Completion shall take place on a day agreed by the Selling Shareholder and the Purchaser(s) or if no agreement is reached, on the first business day occurring more than 5 business days after the date of the Completion Notice.

21.2 At Completion the Selling Shareholder shall deliver to the Purchaser(s) or each of them:-

- 21.2.1 a duly completed stock transfer form transferring the entire legal and beneficial interest in the shares to the relevant Purchaser(s) together with the share certificate and such other documents of title as the Purchaser(s) may reasonably require to show good title to the Sale Shares and to enable the Purchaser(s) to be registered as the holder of the Sale Shares; and
- 21.2.2 resignation from the Directors appointed by him in a form that is reasonably acceptable to the Purchaser(s) confirming that they have no claims against the Company whatsoever.
- 21.3 At Completion the Purchaser(s) or each of them shall deliver to the Selling Shareholder by way of banker's draft the purchase price made payable to the Selling Shareholder or to its order and shall (other than in circumstances where the Selling Shareholder is selling his Shares pursuant to a deemed Transfer Notice in accordance with Articles 23.4, 23.5 or 51) use all reasonable endeavours to procure:-
- 21.3.1 the discharge of any security taken over the Selling Shareholder's property for the purpose of facilitating any loans or prospective loans to the Company or any of its subsidiaries or any holding company of the Company;
- 21.3.2 the immediate release of all guarantees, indemnities and similar covenants (if any) given by the Selling Shareholder in favour or for the benefit of the Company or any of its subsidiaries or any holding company of the Company (and pending such release shall indemnify and keep the Selling Shareholder fully and effectively indemnified from and against all claims arising under such guarantees, indemnities and similar covenants); and
- 21.3.3 the immediate repayment to the Selling Shareholder of all money advanced to the Company or any of its subsidiaries or any holding company of the Company by that Selling Shareholder by way of loan or loan stock and then outstanding (if any) together with all interest down to the date of actual payment (as well before as after judgment).

- 21.4 The legal and beneficial title to the Sale Shares sold pursuant to these provisions shall be sold by the Selling Shareholder free and clear of all liens, charges, mortgages and other encumbrances and shall carry all rights, benefits and advantages attaching to them as at Completion.
- 21.5 If any Purchaser shall fail to effect payment of the purchase price on the due date, without prejudice to any other remedy that the Selling Shareholder may have, the outstanding balance of the purchase price shall carry interest at a rate equal to 4 per cent above the base rate of Clydesdale Bank plc from time to time.
- 21.6 If the Selling Shareholder shall fail to transfer shares to the Purchaser(s) at Completion in accordance with this Article 21, the Directors shall authorise some person to execute any necessary transfers in favour of the Purchaser(s), shall receive the purchase money and shall (subject to the transfers being duly stamped) cause the name of the Purchaser(s) to be entered in the register as the holder of the Sale Shares. The Company shall hold the purchase money in trust for the Selling Shareholder, and the receipt of the Company for the purchase money shall be a good discharge to the Purchaser(s), who shall not be bound to see to the application thereof, and after the name of the Purchaser has been entered in the register the validity of the proceedings shall not be questioned by any person.
22. Directors instructing valuers as required to do so by these Articles shall do so on the following basis:-
- 22.1 Forthwith upon being required to instruct valuers, the Directors shall notify all members that they will instruct the auditors of the Company for the time being to carry out the valuation unless an objection is received within 7 business days of dispatch of the notice. If an objection is so received, or if the auditors refuse to act, then the Directors shall forthwith request the President for the time being of the Institute of Chartered Accountants of Scotland to nominate an independent expert who shall carry out the valuation.
- 22.2 The valuer shall be instructed to deliver a written opinion certifying the value within 30 business days of the matter being referred to him and shall act, wherever lawful, at the cost and expense of the Company.

- 22.3 The valuer shall be entitled to instruct other experts to assist in his valuation.
- 22.4 Any Shareholder shall be entitled to make submissions to the valuer and the Directors shall provide the valuer with such information, documents and assistance as he shall reasonably require to make his decision.
- 22.5 The valuer shall act as expert and not as arbiter and his written opinion on matters referred to him shall, in the absence of manifest error be final and binding.
- 22.6 The value of any Shares ("Fair Price") shall be the relevant proportion of the fair market value of the entire issued share capital of the Company based on the following assumptions:-
- 22.6.1 an arms length sale between a willing seller and a willing buyer taking place on the date of the issue of the valuer's opinion;
- 22.6.2 no account shall be taken of whether the Sale Shares constitute a minority or majority holding;
- 22.6.3 the Company is a going concern;
- 22.6.4 the Sale Shares shall be deemed to be sold free of all restrictions, liens, charges and other restrictions;
- 22.6.5 no account shall be taken of the fact that the Selling Shareholder, if he is also an employee of the Company, will cease to be an employee.

DEFAULT

23. A Shareholder shall be deemed to have served a Transfer Notice under Article 20.1 immediately before the occurrence of any of the following events (the "**Default Events**"):-
- 23.1 the death of the Shareholder or, in the case of the "A" Shareholder, Brian Calder;

- 23.2 the Shareholder or, in the case of the "A" Shareholder, Brian Calder being admitted to hospital in pursuance of an application for admission for treatment under the Mental Health (Scotland) Act 1960;
 - 23.3 an order being made under the Adults with Incapacity (Scotland) Act 2000 for the appointment of a guardian to exercise powers with respect to the property and affairs of the Shareholder or, in the case of the "A" Shareholder, Brian Calder;
 - 23.4 an order being made by a court having jurisdiction (whether in the United Kingdom or elsewhere) for the appointment of a receiver, curator bonis, guardian or other person to exercise powers with respect to the member's property and affairs of the Shareholder or, in the case of the "A" Shareholder, Brian Calder;
 - 23.5 the Shareholder or, in the case of the "A" Shareholder, Brian Calder becoming bankrupt or making any arrangement or composition with his creditors generally.
24. Each Shareholder or, in the case of the "A" Shareholder, Brian Calder shall notify the Company in writing forthwith upon any Default Event occurring in relation to that Shareholder or, in the case of the "A" Shareholder, Brian Calder.
25. The Transfer Notice that is deemed to be served immediately before a Default Event shall have the same effect as a Transfer Notice served under Article 20, save that:-
- 25.1 the Transfer Notice shall take effect on the basis that it does not state a price for the shares of the Shareholder and that the Directors shall refer the shares for independent valuation forthwith upon the Default Event coming to their notice;
 - 25.2 the Selling Shareholder shall have no right of withdrawal following the valuation; and
 - 25.3 the provisions of Article 20.9.2 shall not apply to the Selling Shareholder nor shall the Selling Shareholder be entitled to enforce the provisions of Article 26 (in his capacity as a Selling Member (as therein defined)).

DRAG ALONG, ETC.

26. Notwithstanding any other provision of these Articles (save for Articles 25.3 and 51.3.5), a Shareholder may transfer shares in the Company in accordance with the following provisions:-

26.1 If a Shareholder (the "**Selling Member**") wishes to accept a bona fide offer from a third party (the "**External Purchaser**") for the purchase of the entire legal and beneficial interest in all shares owned by him in the Company for a consideration payable in cash without any deferred consideration terms and otherwise on arms length terms (the "**External Offer**") the terms of this Article 26 must be complied with in all respects.

26.2 The Selling Member must despatch a notice (the "**External Sale Notice**") notifying all other members of the Company (the "**Remaining Members**") of the main terms of the External Offer and that he wishes to accept the External Offer as permitted by this Article 26, such notice to constitute a warranty and representation by the Selling Member to the Remaining Members that the External Offer, and the Selling Member's acceptance of it, is bona fide in all respects to the best of the Selling Member's knowledge, information and belief. The date of despatch of such External Sale Notice being the "**External Sale Notice Date**". The External Sale Notice must include from the External Purchaser a binding written offer to the Remaining Members to purchase their shares at the same price per share and on terms that are not worse than those in the External Offer, that is kept open for at least 45 business days from delivery of the External Sale Notice Date, and payment of the purchase consideration on completion is guaranteed by a reputable bank if this is requested by any Remaining Member (acting reasonably).

26.3 On receipt of the External Sale Notice, those Remaining Members who wish to accept the offer made by the External Purchaser (the "**Accepting Shareholders**") shall within 20 business days of the External Sale Notice Date notify the Selling Member, the other Remaining Members and the Directors in writing that they accept the offer made by the External Purchaser. If any of the Remaining Shareholders (the "**Non-Accepting Shareholders**") reject the offer or do not notify the Directors that they

accept the offer made by the External Purchaser , then the Non-Accepting Shareholders will or shall be deemed not to have accepted such offer and shall be obliged (subject as hereinafter provided) to purchase the shares held by the Selling Member at the same price as that offered by the External Purchaser. In such event, none of the Shareholders (including the Non-Accepting Shareholders) shall be permitted to sell their shares to such External Purchaser unless the Non-Accepting Shareholders fail to complete such purchase.

26.4 Within 25 business days of the External Sale Notice Date, the Directors shall notify (the "Directors Notice") all of the Shareholders of the position regarding acceptances, rejections and deemed rejections of the External Offer. Each of the Shareholders (other than the Selling Member) shall within 5 business days after receipt of the Directors Notice be entitled to amend his position by either (a) advising the Directors that he should be included in the list of Non-Accepting Shareholders (and as such be obliged to purchase the Sale Shares along with the other Non-Accepting Shareholders) or (b) advising the Directors that he should be included in the list of Accepting Shareholders (and as such be willing to sell his shares to an External Purchaser). The Directors will within 10 business days after despatch of the Directors Notice advise the Shareholders of the final list (the "Final List") of Accepting Shareholders and Non-Accepting Shareholders and the Non-Accepting Shareholders shall be obliged to buy the Sale Shares within 10 business days of receipt of the Final List as set out above. In that event the Selling Member's shares shall be allocated to the Non-Accepting Shareholders (if more than one) between them (and purchased by them) in proportion to the number of shares in the Company held by them.

26.5 If the External Purchaser's offer comprised in the External Sale Notice is accepted by all the Shareholders or the Non-Accepting Shareholders fail to complete the acquisition of the Sale Shares then all the Shareholders shall be obliged to complete the sale of their Shares on the terms set out in the External Purchaser's offer (to the extent that it is still open for acceptance) and if any Shareholder should fail to transfer his shares to the External Purchaser at Completion, the Directors shall authorise some person to execute any necessary transfers in favour of the External Purchaser, shall receive the purchase money and shall (subject to the transfers being duly stamped) cause the name of the External Purchaser to be entered in the register

as the holder of such shares. The Company shall hold the purchase money in trust for such shareholder, and receipt of the Company, for the purchase money shall be a good discharge to the External Purchaser, who shall not be bound to see to the application thereof. Once the name of the External Purchaser has been entered in the register, the validity of the proceedings shall not be questioned by any person.

- 26.6 Any member who is deemed to have served a Transfer Notice as a result of a Default Event occurring or becoming a Leaver, shall to the extent his Shares have not already been purchased be deemed for the purposes of Article 26 to have accepted any External Offer, notwithstanding any notice served by such member to the contrary.

QUORUM AT GENERAL MEETINGS

27. The quorum at any general meeting of the Company or adjourned general meeting shall be three persons present in person or by proxy, of whom one shall be a holder or represent by proxy the holder of "A" Shares, one shall be a holder or represent by proxy the holder of "B" Shares and one shall be a holder or represent by proxy the holder of "C" Shares.
28. No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.
29. If within five minutes (or such longer time as the persons present may all agree to wait) from the time appointed for any general meeting a quorum is not present, the meeting shall be dissolved.

VOTES

30. At a general meeting, on a show of hands every member present in person shall have one vote, and on a poll every member present in person or by proxy shall have one vote for each share of which he is the holder, except that no shares of any one class shall confer any right to vote upon a resolution for the removal from office of a Director appointed by holders of shares of any other class under a right to appoint which is a class right. For the avoidance of doubt, the Chairman of any such meeting shall not have a second or casting vote.

PROXIES

31. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and in any common form or in such other form as the Directors may approve, and the Directors may at their discretion treat a faxed or other machine made copy of an instrument in any such form as an original copy of the instrument. The instrument of proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting to which it relates, and shall be deemed to include authority to vote as the proxy thinks fit on any amendment of a resolution put to the meeting for which it is given.
32. The instrument appointing a proxy and (if required by the Directors) any authority under which it is executed or a copy of the authority (certified notarially or in any other manner approved by the Directors) may be delivered to the office, or to some other place or to some person specified or agreed by the Directors, at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to act or, in case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid.

NUMBER AND AGE OF DIRECTORS

33. The number of Directors shall not be less than one. No Director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as, a Director, by reason of his having attained any particular age.

NOTICE OF BOARD MEETINGS

34. At least 5 business days notice shall be given by or on behalf of the Board of Directors to each of the Directors and to the holder for the time being of the "C" Shares of Board meetings designating the time, place and agenda of the meeting.
35. Notice of a meeting of the Directors shall be deemed to be properly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the Director concerned.

36. A Director intending to be absent from the United Kingdom may request the Directors that notices of meetings of the Directors shall during his absence be sent in writing to him at an address or to a fax or telex number given by him to the Company for this purpose, but if no request is made to the Directors it shall not be necessary to give notice of a meeting of the Directors to any Director who is for the time being absent from the United Kingdom.
37. Unless otherwise agreed by a majority of the holders of the "A" Shares for the time being, a majority of the holders of the "B" Shares for the time being and a majority of the holders of the "C" Shares for the time being, at least 5 business days' notice shall be given by or on behalf of the Board of Directors to each of the Directors and to the holder for the time being of the "C" Shares of meetings of the Directors designating the time, place and agenda of the meeting, and, unless otherwise agreed, no resolution relating to any business may be proposed or passed at any meeting of Directors except where the nature of the business has been specified on the agenda.

PROCEEDINGS OF DIRECTORS

38. Subject as provided in these Articles, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
39. Subject to Article 40, the quorum at any meeting of the Directors shall be two Directors, consisting of at least one Director appointed by the holder of the "A" Shares and one Director appointed by the holder of the "B" Shares. No business shall be transacted at any meeting of the Directors unless a quorum is present at the commencement of the meeting and also when that business is voted on. Questions arising at a meeting shall be decided by a majority of votes.
40. Notwithstanding the terms of Article 39, if at any time the Company should have only one Director, that Director having been appointed by the holder of the "A" Shares, the holder of the "B" Shares and/or the holder of the "C" Shares, then until the appointment of a further Director the quorum at any meeting of the Directors shall be one Director.
41. For the purposes of these Articles, a Director shall be deemed to be present at any meeting of the Directors if he is able to hear and understand all of the proceedings of the meeting and be

able to be heard by all those present by way of a telephone or other suitable means of communication and such Director indicates his willingness to proceed on that basis. A meeting where those present or deemed to be present are in different locations shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.

In the event that any meeting of the Directors shall be inquorate (proper notice having been given of the meeting) it shall be adjourned, by a majority of those present, to a date not sooner than 10 business days and not later than 15 business days afterwards (and notice of such adjourned meeting must be given to each Director and the holder for the time being of the "C" Shares). If the said adjourned meeting is also inquorate, then a further meeting shall be called at a time and date to be agreed between the Directors or, in the absence of any such agreement, at the date 5 business days after such adjourned meeting and at the same place (and notice of such further adjourned meeting must be given to each Director and the holder for the time being of the "C" Shares). If a quorum is still not present at such further adjourned meeting, that Director or those Directors as is or are present shall form a quorum.

42. All decisions made at any meeting of the Directors or of any committee of the Directors shall be made only by resolution. In the case of an equality of votes the chairman shall not have a second or casting vote. If at any time at or before any meeting of the Directors or of any committee of the Directors any Director should request that the meeting should be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other Directors to be present or for any other reason, which he need not state) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted or proceeded with at that meeting after such request has been made.

DIRECTORS' INTERESTS; DISCLOSURE OF INFORMATION

43. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with the Act. Subject, where applicable, to such disclosure, a Director shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.

NOTICES; TIME OF SERVICE

44. Any notices or other document may be served on or delivered to any member by the Company either personally, or by sending it by pre-paid recorded delivery post addressed to the member at his home address or by leaving it at his home address addressed to the member.
45. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders.
46. Any notice or other documents, if sent by pre-paid first class recorded delivery post, shall be deemed to have been served or delivered twenty four hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post shall be deemed to have been served or delivered when it was so left or sent.

INDEMNITY

47. To the extent permitted by law every Director or officer of the Company and its subsidiaries shall be entitled to be indemnified out of the assets of the Company:-
 - 47.1 against any liability incurred by him as a Director or officer in defending any proceedings, whether civil or criminal, in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company or its subsidiaries; and
 - 47.2 against all liabilities, losses, charges, costs and expenses incurred by him in the execution and discharge of his duties and otherwise in relation to or in connection with his duties or office.

48. Without prejudice to the provisions of Article 47, the Board shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers or employees of the Company, or of any other company which is its holding company or in which the Company or such holding company or any of the predecessors of the Company or of such holding company has any interest, whether direct or indirect, or which is in any way allied to or associated with the Company, or to any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which employees of the Company or of any other such company or subsidiary undertaking are interested, including, without limitation, insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any other such company, subsidiary undertaking or pension fund.

BORROWING POWERS

49. The Directors may exercise all the powers of the Company to borrow money, to give guarantees and to mortgage or charge its undertaking, property and assets (including uncalled capital), or any part thereof, and, subject to Section 80 of the Act, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

SPECIAL RIGHTS TO APPOINT DIRECTORS

- 50.1 The holders of a majority of the "A" Shares for the time being shall be entitled to appoint one person to be a Director of the Company (any such Director so appointed being called an "'A" Director"). The holders of a majority of the "B" Shares for the time being shall be entitled to appoint one person to be a Director of the Company (any such Director so appointed being called a "'B" Director"). The holders of a majority of the "C" Shares for the time being shall be entitled to appoint one person to be a Director of the Company (any such Director so appointed being called a "'C" Director").
- 50.2 Subject to Article 50.1, any "A" Director may at any time be substituted or removed from office by the holders of a majority of the "A" Shares, any "B" Director may at any time be substituted or removed from office by the holders of a majority of the "B" Shares and any "C" Director may at any time be substituted or removed from office by the holders of a majority of the "C" Shares

- 50.3 If any "A" Director or if any "B" Director or if any "C" Director shall die or be substituted or removed from or vacate office for any cause, the holders of a majority of the "A" Shares (in the case of an "A" Director) or the holders of a majority of the "B" Shares (in the case of a "B" Director) or the holders of a majority of the "C" Shares (in the case of a "C" Director) shall appoint in his place another person to be an "A" Director or a "B" Director or a "C" Director (as the case may be).
- 50.4 Any appointment or substitution or removal of a Director pursuant to this Article shall be in writing and signed by or on behalf of the holders of a majority of the issued "A" Shares or "B" Shares or "C" Shares (as the case may be) and shall take effect forthwith when delivered to the registered office of the Company marked for the attention of the Secretary or when produced at a meeting of the Board.
- 50.5 The right to appoint and to remove "A" Directors or "B" Directors or "C" Directors under this Article shall be a class right attaching to the "A" Shares and the "B" Shares and the "C" Shares respectively.
- 50.6 No "A" Director or "B" Director or "C" Director shall be appointed or removed otherwise than pursuant to this Article, save as provided by law.

LEAVER

- 51.1 Any Bad Leaver shall be deemed on the date of cessation of employment to have served a Transfer Notice in respect of all of the shares then held by him (or in which he has an interest) (and such deemed Transfer Notice shall supersede any previous Transfer Notice which has not completed).
- 51.2 Any Good Leaver shall be deemed on the date of cessation of employment to have served a separate Transfer Notice in respect of that proportion of each class of shares then held by him or in which he has an interest as is set out below opposite the year in which the cessation of employment occurs: -

Year of Cessation of Employment	Maximum % to be transferred
up to 5 December 2004	75
up to 5 December 2005	50
up to 5 December 2008	25
thereafter	0

51.3 On the deemed service of a Transfer Notice pursuant to Articles 51.1 or 51.2, the provisions of Article 20 shall apply save that: -

51.3.1 the price in respect of any shares the subject of the deemed Transfer Notice shall be: -

- (a) in respect of a Bad Leaver, the lower of the price paid or deemed to be paid therefor by the relevant Leaver (including any premium paid thereupon) and the Fair Price of the shares (as ascertained pursuant to Article 22.6); and
- (b) in respect of a Good Leaver, the Fair Price of the shares (as ascertained pursuant to Article 22.6);

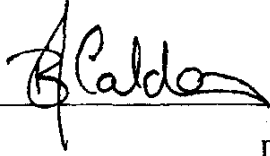
51.3.2 the Selling Shareholder shall have no right of withdrawal;

51.3.3 the purchaser of the shares may be any person or persons (including the Company) identified by all the remaining Shareholders (other than the Leaver) within six months of the Leaver ceasing to be employed and if such a person or persons are identified, the shares the subject of the deemed Transfer Notice shall be offered and allocated to any such person or persons prior to being offered or allocated to the remaining Shareholders in accordance with Article 20;

51.3.4 the Transfer Notice shall not be deemed to be withdrawn if all of the shares the subject of the Transfer Notice cannot be sold; and

51.3.5 the provisions of Articles 20.9.2 shall not apply to the Selling Shareholder nor shall the Selling Shareholder be entitled to enforce the provisions of Article 26 (in his capacity as a Selling Member (as therein defined)) in respect of any of his Shares.

What is contained in this and the preceding 25 pages is a print of the Articles of Association of the Company as amended by Special Resolution passed on 5 DECEMBER 2003.



Director