

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4115910

The Registrar of Companies for England and Wales hereby certifies that
BENCHMARK (ENDEAVOUR) LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 28th November 2000



N041159108



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

HC007B



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12

Please complete in typescript,
or in bold black capitals.

CHFP021

Declaration on application for registration

411 5910

Company Name in full

BENCHMARK (ENDEAVOUR) LIMITED

I, JOANNA SMITH

of 2ND FLOOR RICHARD HOUSE SORBONNE CLOSE STOCKTON ON TEES

do solemnly and sincerely declare that I am a [†] [Solicitor engaged in the formation of the company] ~~person named as director or secretary of the company in the statement of particulars to the Registrar under section 12 of the Companies Act 1985~~ and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Joanna Smith

Declared at

Stockton-on-Tees

Day Month Year

On

22 11 2000

① Please print name.

before me ①

KATHLEEN CARRICK

A COMMISSIONER FOR OATHS

Signed

K. Carrick

Date

22/11/2000

[†] A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

THE ENDEAVOUR PARTNERSHIP (Ref: JS/JPB/589-002)

2ND FLOOR RICHARD HOUSE SORBONNE CLOSE

STOCKTON ON TEES

Tel 01642 610300

DX number 65015

DX exchange THORNABY



A46
COMPANIES HOUSE
June 1998

0108
23/11/00

Form

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh



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Please complete in typescript,
or in bold black capitals.

CHFP021

First directors and secretary and intended situation of registered office

Notes on completion appear on final page

411 59 10

Company Name in full

BENCHMARK (ENDEAVOUR) LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

LEVEN FIELDS

MIDDLETON ON LEVEN

Post town

YARM

County / Region

CLEVELAND

Postcode

TS15 0JX

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.



Agent's Name

THE ENDEAVOUR PARTNERSHIP

Address

2ND FLOOR

RICHARD HOUSE SORBONNE CLOSE

Post town

STOCKTON ON TEES

County / Region

CLEVELAND

Postcode

TS17 6DA

Number of continuation sheets attached

1

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

THE ENDEAVOUR PARTNERSHIP

2ND FLOOR RICHARD HOUSE SORBONNE CLOSE STOCKTON ON TEES

TS17 6DA

Tel 01642 610300

DX number 65015

DX exchange THORNABY

Co



Form revised July 1998

When you have completed and signed the form please send it to the
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Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
or companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh

Company Secretary (see notes 1-5)

Company name

ENDEAVOUR SECRETARY LIMITED

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

2ND FLOOR

Usual residential address

For a corporation, give the registered or principal office address.

RICHARD HOUSE SORBONNE CLOSE

Post town

STOCKTON ON TEES

County / Region

Postcode

TS17 6DA

Country

ENGLAND

I consent to act as secretary of the company named on page 1

Consent signature

Date

20th November 2000**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mr

*Honours etc

Forename(s)

ROLAND JAMES

Surname

BONNEY

Previous forename(s)

Previous surname(s)

Address

APPLETREES, GRIMS LODGE FARM

Usual residential address

For a corporation, give the registered or principal office address.

COOMBE BISSETT

Post town

SALISBURY

County / Region

WILTSHIRE

Postcode

SP5 4LP

Country

ENGLAND

Date of birth

Day		Month		Year	
0	4	0	7	1	9
				6	4

Nationality

BRITISH

Business occupation

CONSULTANT

Other directorships

NONE

I consent to act as director of the company named on page 1

Consent signature

Date

17. 11. 2000

Company name

NAME *Style / Title

*Honours

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address
Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature
Date
Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mr

*Honours etc

Forename(s)

MALCOLM DAVID FOSTER

Surname

PYE

Previous forename(s)

Previous surname(s)

Address
Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

LEVEN FIELDS

MIDDLETON-ON-LEVEN

YARM

CLEVELAND

TS15 0JX

ENGLAND

Day Month Year

Date of birth

0 3 0 3 1 9 5 7

Nationality

BRITISH

Business occupation

DIRECTOR

Other directorships

PREMIER FRESH FOODS LIMITED

I consent to act as director of the company named on page 1

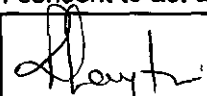
Consent signature
Date

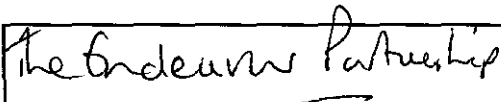
17.11.2000

Directors

(continued)

(see notes 1-5)

NAME	*Style / Title	Ms		*Honours etc									
* Voluntary details	Forename(s)	RUTH											
	Surname	LAYTON											
	Previous forename(s)												
	Previous surname(s)	COE											
Address		APPLETREES, GRIMS LODGE FARM											
Usual residential address For a corporation, give the registered or principal office address.		COOMBE BISSETT											
Post town		SALISBURY											
County / Region		WILTSHIRE			Postcode	SP5 4LP							
Country		ENGLAND											
Date of birth	Day	1	2	Month	0	6	Year	1	9	5	4	Nationality	BRITISH
Business occupation		VETERINARY SURGEON											
Other directorships		NONE											
I consent to act as director of the company named on page 1													
Consent signature										Date	17.11.2000		

This section must be signed by**Either****an agent on behalf
of all subscribers****Signed****Date**

20/11/2000

Or the subscribers**(i.e those who signed
as members on the
memorandum of
association).****Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

BENCHMARK (ENDEAVOUR) LIMITED



1. The name of the company is BENCHMARK (ENDEAVOUR) LIMITED
2. The registered office of the company is to be situated in England and Wales
3. The objects of the Company are to carry on business as a general commercial company.
4. In pursuance of the above objects the Company has power to do all or any of the following things:-
 - 4.1. to pay all costs, charges and expenses incurred in connection with the promotion and establishment of the company, including the cost of advertising, commissions for underwriting, brokerage, printing and stationery;
 - 4.2. to employ brokers, commission agents and underwriters upon any issue of shares, debentures or other securities of the company and to provide for the remuneration for their services in cash, or by the issue of shares, debentures or other securities of the company, or by the grant of options to take the same, or in any other manner allowed by law;
 - 4.3. to purchase or otherwise acquire all or any part of the business, property and liabilities of any company, society, partnership or person, and to conduct and carry on or liquidate any such business;
 - 4.4. to purchase, take on lease or otherwise acquire for the purposes of the company any estates, lands, buildings, easements or other interests in real estate, and to sell, let or otherwise dispose of or grant rights over any real property belonging to the company;
 - 4.5. to purchase or otherwise acquire, construct, equip, maintain and adapt any premises and other installations and any plant, machinery and other things which may seem necessary or convenient for the purposes of the company;
 - 4.6. to apply for and take out, purchase or otherwise acquire any designs, trade marks, patents, patent rights or inventions, copyright or secret processes, and to grant licences to use the same;

- 4.7. to manufacture, buy, sell and generally deal in any plant, machinery, tools, goods or things of any description;
- 4.8. to let on lease or on hire the whole or any part of the real and personal property of the company on such terms as the company may determine;
- 4.9. to issue, or guarantee the issue of, or the payment of interest on, the shares, debentures, debenture stock or other securities or obligations of any company or association, and to pay or provide for brokerage, commission and underwriting in respect of any such issue;
- 4.10. to draw, accept and make, and to indorse, discount and negotiate, bills of exchange and promissory notes and other negotiable instruments;
- 4.11. to receive money on deposit at interest or otherwise;
- 4.12. to lend or procure the advance of money with or without security;
- 4.13. to invest the money of the company in such manner as may be determined;
- 4.14. to acquire by subscription, purchase or otherwise, and to hold and sell, shares or stock in any company, society or undertaking;
- 4.15. to establish agencies (and local boards) in Great Britain and elsewhere, and to regulate and discontinue the same;
- 4.16. to provide for the welfare of persons in or formerly in the employment of the company or its predecessors in business, and the dependants of such persons, by grants of money, the establishment of pension schemes and benevolent funds or otherwise; and to subscribe to or otherwise aid charitable, benevolent, scientific, national or other institutions or objects, which shall have any claims to support or aid from the company by reason of the nature or locality of its operations or otherwise;
- 4.17. to enter into and carry into effect any arrangement for joint working or profit-sharing, or for amalgamation, with any other company, or any partnership or person, carrying on business within or calculated to promote the objects of this company;
- 4.18. to establish, promote and otherwise assist any company or companies for the purpose of acquiring any of the property or furthering any of the objects of this company;
- 4.19. to acquire controlling or other interests in any companies, and to subsidise any company in which this company may be interested;
- 4.20. to sell, dispose of, or transfer the business, property and undertaking of the company, or any part thereof, for any consideration;

- 4.21. to accept stock or shares in, or the debentures or other securities of, any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company;
- 4.22. to borrow or raise money in any manner and to secure the same or the repayment or performance of any debt liability contract guarantee or other engagement incurred or entered into by the company and in particular by the issue of debentures secured on all or any of the company's property (both present and future) including its uncalled capital and to purchase redeem or pay off any such securities;
- 4.23. to do all or any of the above things (in any part of the world) either alone or in conjunction with, or as factors, trustees or agents for, any other companies or persons, or by or through any factors, trustees or agents;
- 4.24. generally to do all such other things as may appear to the company to be incidental or conducive to the attainment of the above objects or any of them.

5. The liability of the members is limited to the amount (if any) unpaid on the shares held by them.

6. The share capital of the company is £500,000.00 divided into 500,000 shares of £1.00 each.

WE, the persons whose names and addresses are subscribed, wish to be formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set opposite to our respective names.

Name(s) and address(es) of Subscriber(s)	Number of Shares taken by (each) Subscriber
--	--

Name  Malcolm David Foster Pye

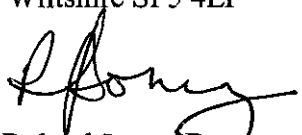
Address : Leven Fields
Middleton on Leven
Yarm
Stockton on Tees TS15 0JX

One


Name : Ruth Layton

Address: Apple Trees
Grims Lodge Farm
Coombe Bissett
Salisbury
Wiltshire SP5 4LP

One

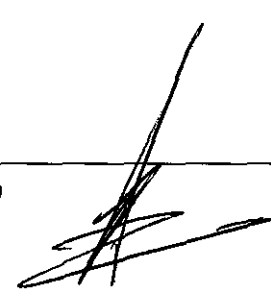

Name : Roland James Bonney

Address : Apple Trees
Grims Lodge Farm
Commbe Bissett
Salisbury
Wiltshire SP5 4LP

One

Date 17th November 2000

Witness to the above signatures:

Name :  John Paul Buey

Address : Archard House
Larbenne Close
Stockton on Tees

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
BENCHMARK (ENDEAVOUR) LIMITED

Preliminary

1. The regulations contained in Table A ('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) shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or articles of association. References herein to 'regulations' are to regulations in Table A

Private company

2. The Company is a private company within the meaning of Section 1(3) of the Companies Act 1985.

Interpretation

3. In the first line of regulation 1 after the word 'regulations' the words 'and in any articles adopting in whole or in part the same' shall be inserted.
4. In these Articles unless the context otherwise requires the following expressions have the following meanings:

'Additional Director' means any director appointed and holding office from time to time pursuant to Article 30.2

'deemed transfer notice' means a transfer notice deemed to be given under any provision of these Articles or any Relevant Agreement;

'Determination Date' means the date determined in accordance with Article 18.9

'qualified majority' means such number of the members as for the time being are the holders of shares together conferring not less than 75% of the total number of votes exercisable at a general meeting of the Company;

'Relevant Event' means:

- (a) a member being adjudicated bankrupt; or
- (b) the happening of any such event as referred to in paragraph (c) of regulation 81; or

- (c) a member making any voluntary arrangement or composition with his creditors; or
- (d) the happening of such other event as may be specified in any Relevant Agreement as constituting a Relevant Event;

'Relevant Agreement' means any agreement relating (in whole or in part) to the management and/or affairs of the Company which is binding from time to time on the Company and the members and which (expressly or by implication) supplements and/or prevails over any provisions of these Articles;

'share' means a share in the capital of the Company;

'transfer notice' means a notice in writing to the directors that the proposing transferor proposes to transfer his shares; and

'Transfer Shares' means the shares to be transferred pursuant to a transfer notice.

5. Words or expressions the definitions of which are contained or referred to in the Act shall be construed in these Articles as having the meaning thereby attributed to them but excluding any statutory modification thereof not in force on the date of adoption of these Articles.
6. Words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporate; and (in each case) vice versa.
7. References to Articles are references to these Articles and references to paragraphs and sub-paragraphs are, unless otherwise stated, references to paragraphs of the Article or references to sub-paragraphs of the paragraph in which the reference appears.
8. In relation to any member, references in these Articles to any English legal term for any action, remedy, method of judicial proceeding, insolvency proceeding, event of incapacity, legal status, court, governmental or administrative authority or agency, official or any legal concept, practice or principle or thing shall in respect of any jurisdiction other than England where that member is domiciled, resident, incorporated or carries on business be deemed to include what most approximates in that jurisdiction to the English legal term concerned.

Share capital

9. Save with the prior written consent of a qualified majority of the members and subject as provided in Articles 11 and 12 any unissued shares in the capital of the Company from time to time shall before they are issued be offered to all the holders of shares in the Company in proportion to the amounts (excluding any premium paid on subscription) paid up on the

shares held by them respectively (and such offer shall be at the same price and on the same terms to each such holder). Such offer shall be made by notice specifying the number of shares offered, the proportionate entitlement of the relevant member, the price per share and limiting a period (not being less than 30 days) within which the offer, if not accepted, will be deemed to be declined and after the expiration of such period the directors shall offer the shares so declined to the persons who have, within the said period, accepted all the shares offered to them in the same manner as the original offer and limited by a period of not less than 14 days. If any shares comprised in such further offer are declined or deemed to be declined such further offer shall be withdrawn in respect of such shares. At the expiration of the time limited by the notice(s) the directors shall allot the shares so offered to or amongst the members who have notified their willingness to take all or any of such shares in accordance with the terms of the offer. No member shall be obliged to take more than the maximum number of shares he has indicated his willingness to take. Section 89(1) and sub-sections (1) to (6) of Section 90 of the Act shall not apply to the Company.

10. Any shares not accepted pursuant to Article 9 or not capable of being so offered except by way of fractions and any shares released from the provisions of Article 9 by the prior written consent of a qualified majority of the members shall subject to the provisions of Section 80 of the Act, be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no shares shall be issued at a discount and provided further that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the members.
11. The discretion of the directors contained in Articles 9 and 10 as to the allotment and disposal of and the granting of any option over the Company's shares shall in any event be subject to the provisions of any Relevant Agreement and any directions contained in any resolution creating such shares.
12. Save with the prior written consent of a qualified majority of the members no shares shall be allotted on terms that the right to take up the shares allotted may be renounced in favour of, or assigned, to another person and no person entitled to the allotment of a share may direct that such share be allotted or issued to any other person.

Lien

13. The lien conferred by regulation 8 shall attach also to fully paid up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid up or not, standing registered in the name of any person indebted or under liability to the Company, 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. Furthermore, such lien shall extend to all amounts payable in respect of a share. The directors may resolve to exclude any share or any amount payable in respect of a share from the application of this Article 13 and regulation 8 shall be modified accordingly.

Transfer of shares

14. Save with the prior written consent of a qualified majority of the members no member shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any share (save as may be required in pursuance of his obligations under these Articles or any Relevant Agreement) or create or permit to exist any charge, lien, encumbrance or trust over any share or agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any of such things except (but subject always to Articles 16 and 19) as permitted by Article 18.
15. If a member at any time commits a breach of Article 14 in relation to any share he shall be deemed immediately prior to such breach to have given a transfer notice in respect of all shares held by him.
16. The directors shall not refuse to register any transfer of a share which is permitted under these Articles or under any Relevant Agreement but may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share which would otherwise be permitted if it is a transfer:
 - 16.1. of a share on which the Company has a lien;
 - 16.2. of a share (not being a fully paid share) to a person of whom they shall not approve and shall in any event refuse to register the transfer of a share which is prohibited by any Relevant Agreement. The first sentence of regulation 24 shall not apply.
17. If a member becomes aware of any event which is deemed to give rise to an obligation to serve a transfer notice he shall forthwith give written notice thereof to the directors.

18.

- 18.1. Save as permitted by a Relevant Agreement no share shall be transferred until the following conditions of this Article 18 are complied with.
- 18.2. Any member proposing to transfer a share ("the proposing transferor") shall give notice in writing ("transfer notice") to the directors that the proposing transferor desires to transfer such share. In the transfer notice the proposing transferor shall specify the number and class of shares which the proposed transferor wishes to transfer ("the Transfer Shares") (which may be all or part only of the shares then held by the proposing transferor).
- 18.3. A transfer notice shall also state whether the proposing transferor wishes to impose a Total Transfer Condition (meaning a condition that unless all of the Transfer Shares are sold pursuant to the following provisions of this Article 18 none shall be so sold), but in the absence of such a statement the transfer notice shall be deemed not to contain a Total Transfer Condition. Any two or more members shall be entitled to serve a joint transfer notice (meaning a notice signed by each of them specifying the shares which they wish together to transfer) containing a Total Transfer Condition and such notice shall for all the purposes of this Article 18 take effect as if it were a single transfer notice and the Total Transfer Condition related to all the shares the subject of the joint transfer notice, but the obligations of those members thereunder or in respect thereof shall be several only in proportion to the number of Transfer Shares which they hold respectively.
- 18.4. The transfer notice shall constitute the Company (by its board of directors) as the agent of the proposing transferor empowered to sell the Transfer Shares (together with all rights attaching thereto at the date of the transfer notice or at any time thereafter) at the Transfer Price (as hereinafter defined). Once given a transfer notice may not be revoked save with the prior written consent of a qualified majority of the members (including the proposing transferor who shall be deemed to have consented on giving notice in writing to the directors of his desire to revoke the transfer notice). If a proposing transferor revokes a transfer notice he may not subsequently transfer the shares the subject of the transfer notice (or any interest

therein) otherwise than in accordance with these Articles and any Relevant Agreement.

- 18.5. Within seven days after the receipt of any transfer notice the directors shall serve a copy of that transfer notice on all the members other than the proposing transferor. In the case of a deemed transfer notice the directors shall similarly serve notice on all the members (including the proposing transferor), notifying them that the same has been deemed to have been given, within 3 months after the date of the event giving rise to the deemed transfer notice or (if later) the date on which the directors (as a whole) actually became aware of such event.
- 18.6. Subject as provided otherwise in these Articles or in any Relevant Agreement the Transfer Shares shall be offered for purchase (as hereinafter provided) at a price per Transfer Share ('the Transfer Price') determined in accordance with Articles 18.7 and 18.8
- 18.7. The Transfer Price shall be such price as shall be agreed in writing between the proposing transferor and the other members or in the absence of such agreement (whether by reason of disagreement, absence, death or otherwise) within 21 days after the service of notices pursuant to Article 18.5 the Transfer Price will be determined by an independent Chartered Accountant of not less than ten years' standing ('the Expert') who shall be nominated by agreement between a qualified majority of the members (including the proposing transferor) or failing such nomination within 14 days after the request of any member to the others therefor nominated at the request of any member by the President from time to time of the Institute of Chartered Accountants in England and Wales. The Expert shall act as an expert and not as an arbitrator and his written determination shall be final and binding on the members.
- 18.8. The Expert will certify the open market value of the Transfer Shares as at the date of the transfer notice on the following assumptions and bases:
- 18.8.1. valuing the Transfer Shares as on an arm's length sale between a willing vendor and a willing purchaser;
 - 18.8.2. if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;

18.8.3. that the Transfer Shares are capable of being transferred without restriction;
and

18.8.4. valuing the Transfer Shares as a rateable proportion of the total value of all the issued shares of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent.

If any difficulty shall arise in applying any of the foregoing assumptions or bases then such difficulty shall be resolved by the Expert in such manner as he shall in his absolute discretion think fit. The Transfer Price shall be a sum equal to the open market value of the Transfer Shares determined as aforesaid divided by the number of Transfer Shares. The Company will use its best endeavours to procure that the Expert determines the Transfer Price within 21 days of being requested so to do.

18.9. If the determination of the Transfer Price is referred to the Expert then the Determination Date shall be the date on which the directors receive the Expert's determination of the Transfer Price in writing. If the Transfer Price is determined by written agreement between the proposing transferor and the other members as aforesaid then the Determination Date shall be the date on which such agreement is made.

18.10. The costs and expenses of the Expert in determining the Transfer Price and of his appointment shall be borne by such of the members and in such proportions as the Expert shall in his absolute discretion determine. In the case of default by a person in paying his due proportion of such costs and expenses any of the other contributors or the Company may pay such sum in his stead and any payment made in so doing shall be recoverable from the defaulter as a debt payable on demand.

18.11. Within 7 days after the Determination Date the Transfer Shares shall be offered for purchase at the Transfer Price by the directors to those members who at the date of the offer are registered as holders of shares (other than the proposing transferor) in proportion to the number of shares then held by them respectively. Every such offer shall be made in writing and shall specify:

18.11.1. the total number of Transfer Shares;

- 18.11.2. the number of Transfer Shares offered to the member ('Pro-Rata Entitlement');
- 18.11.3. whether or not the transfer notice contained a Total Transfer Condition; and
- 18.11.4. a period (being not less than 14 days and not more than 21 days) within which the offer must be accepted or shall lapse,
- and shall be accompanied by a form of application for use by the member in applying for his Pro-Rata Entitlement and for any shares in excess of such entitlement which he wishes to purchase. Upon the expiry of the said offer period, the directors shall allocate the Transfer Shares in the following manner:
- 18.11.5. to each member who has agreed to purchase shares, his Pro-Rata Entitlement or such lesser number of Transfer Shares for which he may have applied;
- 18.11.6. if any member has applied for less than his Pro-Rata Entitlement, the excess shall be allocated to the members who have applied for any part of such excess in proportion to the number of shares then held by them respectively (but without allocating to any member a greater number of Transfer Shares than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this Article 18.11.6 without taking account of any member whose application has already been satisfied in full.
- 18.12. If any of the Transfer Shares shall not be capable of being offered or allocated as aforesaid without involving fractions, the same shall be offered to or allocated amongst the members, or some of them, in such proportions as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the directors shall think fit.
- 18.13. If, by the foregoing procedure, the directors shall not receive acceptances from members in respect of all of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to all the members, whereupon a qualified majority of the members (which shall be deemed to include the proposing transferor) shall be entitled within 14 days of the date of service of

that notice to nominate (by giving notice in writing to the directors signed by each such holder or on his behalf (other than the proposing transferor) and which may consist of several notices in the like form) any person or persons (whether or not a member) who has expressed his willingness in writing to purchase all or any of those Transfer Shares in respect of which acceptances have not been received at the Transfer Price as the purchaser(s) of such Transfer Shares (and the directors shall be deemed to have made an offer of such shares accordingly) Provided that if any such nominated purchaser shall fail to complete any such purchase in accordance with this Article 18 or to perform or discharge any of his other obligations hereunder the members (other than those who did not sign the aforesaid notice) shall be jointly and severally liable to complete such purchase in place of that nominated purchaser and to perform and discharge all such other obligations.

18.14. If the transfer notice in question contained a Total Transfer Condition then no offer of Transfer Shares made by the directors pursuant to this Article 18 shall be capable of acceptance until all of the Transfer Shares shall have been accepted by the members (or any of them) or any person or persons nominated pursuant to Article 18.13. If by the foregoing procedure the directors shall not receive acceptances in respect of all the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the proposing transferor and none of the Transfer Shares will be sold to the members or any person or persons nominated as aforesaid pursuant to this Article 18.

18.15. If by the foregoing procedure, the directors shall receive acceptances (or nominations) in respect of all of the Transfer Shares the directors shall forthwith give notice in writing as hereinafter mentioned to the proposing transferor and to the member or members who have agreed to purchase the same (or to the person or persons nominated pursuant to Article 18.13) ('purchaser' or 'purchasers') and the proposing transferor shall thereupon become bound upon payment of the Transfer Price to the proposing transferor (whose receipt shall be a good discharge to the purchaser, the Company and the directors therefor none of whom shall be bound to see to the application thereof) to transfer to each purchaser those Transfer Shares accepted by him. Every such notice shall state the name and address of each

purchaser, the number of Transfer Shares agreed to be purchased by him and the place and time appointed by the directors for the completion of the purchase (being not less than 7 days nor more than 28 days after the date of the said notice and not being at a place outside England). Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the directors.

18.16. If the transfer notice in question did not contain a Total Transfer Condition and if by the foregoing procedure the directors shall receive acceptances (or nominations) in respect of none or part only of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the proposing transferor, and the proposing transferor shall thereupon become bound upon payment of the Transfer Price to transfer to each purchaser (if any) those Transfer Shares accepted by him and the provisions of Article 18.15 shall apply mutates mutandis thereto.

18.17. If a proposing transferor, having become bound to transfer any Transfer Shares pursuant to this Article 18, makes default in transferring the same the directors may authorise some person (who is (as security for the performance of the proposing transferor's obligations) hereby irrevocably and unconditionally appointed as the attorney of the proposing transferor for the purpose) to execute the necessary instrument of transfer of such Transfer Shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped with any necessary stamp duty) cause the transferee to be registered as the holder of such Transfer Shares and shall hold such purchase money on behalf of the proposing transferor. The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to the proposing transferor until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

- 18.18. Upon the happening of any Relevant Event the member in question shall be deemed to have immediately given a transfer notice in respect of all the shares as shall then be registered in the name of such member.
- 18.19. An obligation to transfer a share under the provisions of this Article 18 shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.
- 18.20. If, under any of the provisions of this Article 18, any members become jointly and severally liable to complete the purchase of any Transfer Shares in place of any nominated purchaser then as between such members each of them shall purchase such number thereof as shall bear to the total number of Transfer Shares in question the same proportion as the number of shares held by such member at the date of the relevant nomination bore to the total number of shares then held by all such members.
19. Notwithstanding anything else contained in these Articles no share shall be issued or transferred to any infant, bankrupt or person of unsound mind.

Proceedings at general meetings

20. Except with the prior written consent of a qualified majority of the members three members present in person or by proxy shall be a quorum.
21. Regulation 41 shall be read as if the words 'and if at the adjourned meeting a quorum is not present within half an hour from the time appointed therefore, or if during the meeting a quorum ceases to be present, such adjourned meeting shall be dissolved' were added to the end thereof.
22. No person, other than a member of the Company, may be appointed as proxy by another member to attend and vote on his behalf at any general meeting of the Company.
23. The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll on the election of a chairman and on a motion to adjourn the meeting.
24. The chairman of a general meeting shall not be entitled to a second or casting vote. Regulation 50 shall not apply.

Alternate directors

25. Any director may at any time appoint any other director or such other person as a qualified majority of the members (including, if he is also a member, the director proposing to make the

appointment) shall approve of in writing to be his alternate and may at any time terminate such appointment. Any such appointment or termination of appointment shall be effected in like manner as provided in Article 31.1. The same person may be appointed as the alternate director of more than one director.

26. The appointment of an alternate director shall determine on the happening of any event which would cause him to vacate office as a director or if his appointor ceases to be a director.
27. An alternate director's voting rights shall be cumulative, but he shall count as only one for the purpose of determining whether a quorum is present. If his appointor is from time to time absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the directors shall be as effective as the signature of his appointor.
28. Regulations 65 to 69 shall not apply.

Powers of Directors

29. The directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject as otherwise provided in these Articles 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.

Appointment and retirement of directors

30.

- 30.1. Each member shall be entitled by notice in writing to the Company either to appoint himself as a director of the Company or to appoint such other person as a qualified majority of the members (including the member proposing to make the appointment) shall approve of in writing and any such person may be removed by notice in writing to that effect being given to the Company by the member.
- 30.2. Provided that a qualified majority of members agree they shall be entitled together by notice in writing to the Company to appoint one or more Additional Directors and any such Additional Director may be removed by notice in writing to that effect being given to the Company by a qualified majority of the members.

31.

31.1. A notice of appointment or removal of a director pursuant to Article 30 shall take effect upon lodgement at the office or on delivery to a meeting of the directors or on delivery to the secretary.

31.2. Every director appointed pursuant to Article 30 shall hold office until he is either removed in manner provided by Article 30 or dies or vacates office pursuant to regulation 81 (as modified by Article 34) and neither the Company in general meeting nor the directors shall have power to fill any such vacancy.

32. The directors shall not be subject to retirement by rotation and accordingly regulations 73 to 75 shall not apply and all other references in the regulations to retirement by rotation shall be disregarded.

33. No director shall be appointed otherwise than as provided in these Articles and accordingly Regulations 76 to 80 shall not apply.

Disqualification and removal of directors

34. Regulation 81 shall be modified by deleting paragraph (e) thereof. The office of a director shall also be vacated if he shall be removed from office as hereinbefore provided.

Remuneration of directors

35. The ordinary remuneration of the directors shall from time to time be determined by agreement in writing between a qualified majority of the members, and shall (unless such agreement otherwise provides) be divisible among the directors as they may agree, or, failing agreement, equally, except that any director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. Regulation 82 shall not apply.

Directors' gratuities and pensions.

36. The directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any director or ex-director of the Company or of any holding company or subsidiary of the Company or to the relations or dependents of any such director or ex-director and may establish, support and maintain pensions, superannuation or other funds or schemes (whether contributory or non-contributory) for the benefit of any such director or ex-director and/or their relations or dependents or any of them. Any director shall be entitled to

receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit and may vote as a director in respect of the exercise of any of the powers by this Article 36 conferred upon the directors notwithstanding that he is or may become interested therein. Regulation 87 shall not apply.

Proceedings of directors

37. Except with the prior written consent of a qualified majority of the members the quorum for any meeting of the directors or any committee of directors shall throughout the meeting be three.
38. The chairman of any meeting of the directors or of any committee of the directors shall not be entitled to a second or casting vote and Regulation 88 shall be modified accordingly.
39. All or any of the members of the board of directors or any committee of the board may participate in a meeting of the board or that committee by means of any form of communications equipment which allows all persons participating in the meeting to communicate with each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting 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.
40. A director who is in any way whether directly or indirectly interested in a transaction or arrangement or proposed transaction or arrangement with the Company may vote in respect of any such transaction or arrangement or proposed transaction or arrangement or any matter arising thereout and if he does so vote his vote shall be counted and he shall be capable of constituting a quorum at any meeting of the directors at which any such transaction or arrangement or proposed transaction or arrangement shall come before the board of directors for consideration and may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof. Regulations 94 to 97 shall not apply.

The seal

41. The Company need not have a company seal and pursuant to Section 36A of the Act may execute and deliver any document as a deed under the signature of any two directors or of one director and the secretary. A certificate in respect of any shares or other securities in the Company shall be validly issued if it is executed as a deed as aforesaid.

Accounts

42. Every member shall be entitled, either himself or through his agents duly authorised in writing, during the Company's normal hours of business to inspect and take copies of the books of account and all other records and documents of the Company and each of its subsidiaries on giving not less than 48 hours written notice to the secretary (or, if there is none at that time, the chairman). The Company shall give each such member all such facilities as he may reasonably require for such purposes including the use of copying facilities. The Company may make a reasonable charge for any copies taken but otherwise shall not charge for any facilities requested as aforesaid. Regulation 109 shall not apply.

Indemnity

43. Subject to the provisions of and so far as may be permitted by law, every director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment 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 under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. Regulation 118 shall not apply.
44. The Company may purchase and maintain for any officer or auditor of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

Overriding provisions

45. Notwithstanding the provisions of these Articles the directors shall be obliged, so far as may be permitted by law, to act in all respects in accordance with and give effect to any Relevant Agreement.
46. Where the approval, agreement or consent of any member or director is required under any provision of these Articles to any particular matter, such approval, agreement or consent may be

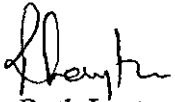
given subject to such terms and conditions as that member or director may require and any breach of such terms and conditions shall ipso facto be deemed to be a breach of these Articles.

WE, the persons whose names and addresses are subscribed, wish to be formed into a company
in pursuance of these articles of association.

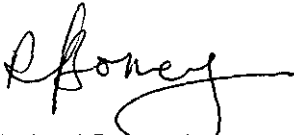
Name(s) and address(es) of Subscriber(s)

Name : Malcolm David Foster Pye

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Name : Ruth Layton

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Name : Roland James Bonney

Address : Apple Trees
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Date 17th November 2000

Witness to the above signatures:

Name : 
John Peter Bury

Address :

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Sarkham Rise
Stockton on Tees