

FILE COPY



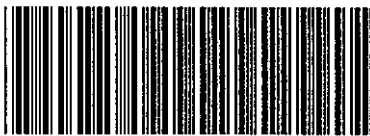
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 3294808

The Registrar of Companies for England and Wales hereby certifies that  
FBC 215 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 19th December 1996



\*N03294808L\*

*R. C. Edwards*  
R. C. EDWARDS

For the Registrar of Companies



**OYEZ**

Please complete in  
typescript, or in  
bold black capitals.

**12**

## Declaration on Application for Registration

Company Name in full

FBC 215 LIMITED

**\*F0120C10\***I, **LINDA JANE CROW**of **ROUTH HOUSE, HALL COURT, HALL PARK WAY, TELFORD, SHROPSHIRE TF3 4NJ**

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 delivered to the Registrar under section 10 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

Declared at

**BLOUNT HOUSE, TELFORD**

the

**12<sup>th</sup>**

day of

**DECEMBER.**One thousand nine hundred and ninety **SIX**

\*Please print name.

before me\*

**MARTYN A. FREETH.**

Signed

Date

**12.12.96**

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.

**FOSTER BAXTER COOKSEY** Routh House, Hall Court, Hall Park Way, Telford, Shropshire

**TF3 4NJ**

Tel

**01952 292129****DX number 707201****DX exchange****Telford 4**

**A16 \*AFDRJRGJ\* 516**  
**COMPANIES HOUSE 13/12/96**

When you have completed and signed the form please send it to the Registrar of Companies at:  
**Companies House, Crown Way, Cardiff, CF4 3UZ**  
for companies registered in England and Wales **DX 33050 Cardiff**  
or  
**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland **DX 235 Edinburgh**



**OYEZ**

Please complete in  
typescript, or in  
bold black capitals.

Notes on completion appear on final page.



**\*F0100C10\***

**Proposed Registered Office**  
(PO Box numbers only, are not acceptable)

## First Directors and Secretary and Intended Situation of Registered Office

**Company  
Name in full**

FBC 215 Limited

**Post town**

Telford

**County/Region**

Shropshire

**Postcode**

TF3 4NJ

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**

**Address**

**Post town**

**County/Region**

**Postcode**

Number of continuation sheets attached.

☐

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.

Foster Baxter Cooksey

Routh House, Hall Court, Hall Park Way, Telford,

Shropshire TF3 4NJ Tel 01952 292129

DX number 707201

DX exchange

Telford 4



A16 \*AFDRNRGN\* 520  
COMPANIES HOUSE 13/12/96

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

**Companies House, Crown Way, Cardiff, CF4 3UZ**

for companies registered in England and Wales

**DX 33050 Cardiff**

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		FBC 215 Limited	
*Voluntary details.	NAME	*Style/Title	*Honours etc.
	Forename(s)	FBC Nominees Limited	
	Surname		
	Previous forename(s)		
	Previous surname(s)		
Address		Routh House, Hall Court, Hall Park Way,	
Usual residential address			
For a corporation, give the registered or principal office address.		Post town	Telford
	County/Region	Shropshire	Postcode TF3 4NJ
	Country	England	
I consent to act as secretary of the company named on page 1			
Consent signature			Date 27.11.96
Duly authorised signatory for and on behalf of FBC Nominees Limited			

**Directors** (see notes 1–5)

Please list directors in alphabetical order.

NAME		*Style/Title	*Honours etc.
	Forename(s)	FBC Nominees Limited	
	Surname		
	Previous forename(s)		
	Previous surname(s)		
Address		Routh House, Hall Court, Hall Park Way,	
Usual residential address			
For a corporation, give the registered or principal office address.		Post town	Telford
	County/Region	Shropshire	Postcode TF3 4NJ
	Country	England	
Date of birth		Day Month Year	Nationality
Business occupation			
Other directorships			
I consent to act as director of the company named on page 1			
Consent signature			Date 27.11.96
Duly authorised signatory for and on behalf of FBC Nominees Limited			

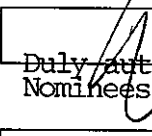
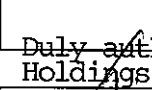

**Directors** (continued) (see notes 1-5)

<b>NAME</b>	<b>*Style/Title</b>			<b>*Honours etc.</b>		
<b>*Voluntary details.</b>		<b>Forename(s)</b>	Routh Holdings Limited			
		<b>Surname</b>				
		<b>Previous forename(s)</b>				
		<b>Previous surname(s)</b>				
<b>Address</b>		Routh House, Hall Court, Hall Park Way,				
<b>Usual residential address</b> For a corporation, give the registered or principal office address.						
		<b>Post town</b>	Telford			
		<b>County/Region</b>	Shropshire	<b>Postcode</b>	TF3 4NJ	
		<b>Country</b>	England			
		<b>Date of birth</b>	Day	Month	Year	
		<b>Nationality</b>				
<b>Business occupation</b>						
<b>Other directorships</b>						
		I consent to act as director of the company named on page 1				
<b>Consent signature</b>					<b>Date</b>	27.11.96
		Duly authorised signatory for and on behalf of Routh Holdings Limited				

**This section must be signed by**

**Either**  
an agent on behalf  
of all subscribers

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

<b>Signed</b>		<b>Date</b>	
	Duly authorised signatory for and on behalf of FBC Nominees Limited		
<b>Signed</b>		<b>Date</b>	27.11.96
	Duly authorised signatory for and on behalf of Routh Holdings Limited		
<b>Signed</b>		<b>Date</b>	27.11.96
<b>Signed</b>		<b>Date</b>	
<b>Signed</b>		<b>Date</b>	
<b>Signed</b>		<b>Date</b>	
<b>Signed</b>		<b>Date</b>	

## Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm – show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

–A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Director's details:

Show for each individual director the director's date of birth, business occupation and nationality.

**The date of birth must be given for every individual director.**

4. Other directorships:

–Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years, when the person was a director, was:**

–dormant,

–a parent company which wholly owned the company making the return,

–a wholly owned subsidiary of the company making the return, or

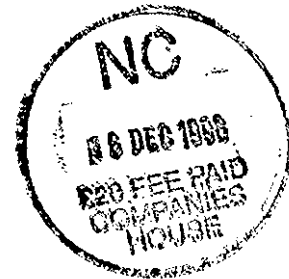
–another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's number.

3294808

Number of Company:



The Companies Acts 1985 and 1989

COMPANY LIMITED BY SHARES

100

MEMORANDUM OF ASSOCIATION

of

FBC 215 LIMITED



1. The name of the Company is "FBC 215 Limited"
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
  - (1) (A) to carry on as principal, agent or in any other capacity whatsoever all or any of the businesses, undertakings, transactions or operations commonly carried on or undertaken by general merchants, traders, designers, manufacturers, assemblers, builders, contractors, distributors, agents, importers, exporters, factors, wholesale and retail dealers and suppliers of all goods, produce, products, materials, commodities, and merchandise of every description and/or to provide all forms and manner of services of whatsoever nature including, inter alia, commercial, finance, credit, leasing, hire, hire purchase, financing, banking, insurance,

consultancy, advisory, estate management and estate agency, advertising, marketing, managerial, administrative, computer, broking, surveying, export, import, shipping, transport, investment, storage, forwarding, equipment hire and garage services and all other services of every description and to carry on all or any of the said businesses, undertakings, transactions or operations either together or separately in any part of the world; to act as agents and/or representatives for any purpose on behalf of any persons, firms, companies, organisation or authorities in respect of any goods and/or services as the Company may decide; to purchase or otherwise acquire or take over any business or businesses or undertakings which may be deemed by the Company to be expedient or to become interested in and carry on or dispose of or liquidate or otherwise deal with such businesses or undertakings as may be thought desirable and to purchase, subscribe, for and/or otherwise acquire and/or hold shares, stocks, debentures or securities of whatsoever nature;

- (B) to carry on business as an indemnity and guarantee company and as financiers, and to carry on and transact every kind of guarantee, counter-guarantee, indemnity and counter-indemnity business and financial operations and in connection therewith (but without prejudice to the generality of the foregoing) to:-



- (i) finance and invest in and to guarantee the payment of money by, and the discharge of liabilities and obligations of every description of any person firm or company including any company which is for the time being a subsidiary or the holding company (both as defined by Section 736 of the Companies Act 1985) of the Company or another subsidiary of any such holding company; and/or
- (ii) to effect any such guarantees and indemnities either by personal covenant or by mortgaging charging or otherwise creating security over all or any part of the undertaking, property and assets both present and future of the Company and its uncalled capital or by both such methods; and/or
- (iii) to borrow money, negotiate loans, grant credit facilities and other accommodation, advance and lend money with or without security, and to discount and deal in bills of exchange and other negotiable instruments and securities of every description; and/or
- (iv) give, subject to and in accordance with due compliance with the provisions of Sections 155 to 158 (inclusive) of the Companies Act 1985 (if and so far as such provisions shall be applicable), whether directly or indirectly, any kind of financial assistance

(as defined in Section 152 (1) (a) of the Companies Act 1985) for any purpose as is specified in Section 151 (1) and/or Section 153 of the Companies Act 1985;

- (2) to carry on any other trade or business whatsoever which can, in the absolute discretion of the Board of Directors be advantageously carried on by the Company in connection with or as ancillary to the Company's business or which in their opinion will enhance the value of or render profitable any of the Company's property or assets;
- (3) to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any land, buildings, easements, rights, privileges, concessions, patents, know-how, licences, secret processes, machinery, plant, stock-in-trade, and any other real or personal property of any kind for the purpose of or in connection with the Company's business or any part thereof;
- (4) to construct any shops, offices, warehouses, workshops, factories or other buildings or structures, roads, railways, ports of harbour installations, runways, or landing strips, plant, machinery and equipment, and to execute and carry out civil engineering works of all kinds for the purposes of the Company's business;
- (5) to apply for, register, purchase, or by any other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, inventions, brevets d'invention, licences, secret

processes, trade marks, designs, copyrights, concessions, franchises, confidential information, know-how, computer systems and programs and any and all types of computerised data and information and to disclaim, alter, modify, use and turn to account, and to manufacture under or grant licences or privileges in respect of, the same and to expend money in research upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;

- (6) to borrow or raise or secure the payment of money for the purpose of or in connection with the Company's business and for the purpose of or in connection with the borrowing or raising of money by the Company to become a member of any building society;
- (7) to mortgage and charge the undertaking and all or any of the real or personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company and to issue at par or at a premium or discount and for such consideration and with and subject to such rights, or powers, privileges and conditions as may be thought fit, securities of every kind including debentures, debenture stock, loan stock and warrants to subscribe for the same, whether or not convertible into any other security or share capital of the Company and whether or not secured by any form of charge on any assets of the Company and either permanent or redeemable or repayable, and collaterally or further to secure any such securities of the Company by a

trust deed or other assurance;

- (8) to issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly;
- (9) to receive money on deposit or loan upon such terms as the Company may approve;
- (10) to make advances or give credit to customers and others having dealings with the Company either with or without security and upon such terms as the Company may approve and generally to act as bankers for customers and such others as aforesaid;
- (11) to grant pensions, allowances and gratuities to directors or ex-directors, employees or ex-employees of the Company or its predecessors in business or the dependants of such persons, to establish and maintain or concur in establishing and maintaining and/or from time to time vary trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid and their dependants and to support or subscribe to any charitable trusts, funds or institutions, the support of which may, in the opinion of the Directors of the Company for the time being, benefit the Company or its employees and to

institute and maintain any club or other establishment or profit-sharing scheme for the benefit of the Company or its directors or employees;

- (12) to draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments;
- (13) to invest and deal with the monies of the Company not immediately required for the purposes of its business in or upon such investments or securities (other than the shares of the Company or its holding company (if any)) and in such manner as may from time to time be decided;
- (14) to pay either wholly or in part for any property or assets acquired by the Company, either in cash or fully or partly paid up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue and generally on such terms as the Company decides;
- (15) to accept payment for any property or assets sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares or other securities (which such company or corporation is empowered to issue) of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend, interest or repayment of capital or otherwise, or partly in cash and partly in shares or securities and generally on such terms as the Company decides, and to hold, dispose of or otherwise deal

with any shares or securities so acquired;

- (16) to enter into any partnership, joint-venture or arrangement for sharing profits, merger or amalgamation of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such person, firm or company;
- (17) to establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which will in any manner advance the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of, and to guarantee the payment of the dividends, interest or capital of, any shares, stock or securities issued by, or any other obligations of, any such company;
- (18) to purchase or otherwise acquire and manage all or any part of the business, property, assets, liabilities or transactions or any person, firm or company carrying on any business which this Company is authorised to carry on;
- (19) to sell, improve, manage, develop, turn to account, exchange let or hire on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of

the property and assets for the time being of the Company for such consideration as the Company may think fit;

- (20) to accept any securities which any company is empowered to issue in payment or part payment for services rendered or goods sold to or any debt owing from any such company;
- (21) to amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner;
- (22) to distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital shall be made except with the sanction (if any) for the time being required by law;
- (23) to adopt such means of making known or advertising the business, products and services of the Company as may seem expedient;
- (24) to procure the Company to be registered or recognised in any country or place outside the United Kingdom;
- (25) to carry out all or any of the objects of the Company

and to do all or any of the above acts matters or things and to exercise all or any of the above powers in any part of the world, and either as principals, agents, trustees, or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees or otherwise;

(26) 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;

and it is hereby declared that the objects specified in each of the paragraphs of this clause shall be regarded as independent objects and that they shall not be limited or restricted by reference to or inference from any other such paragraph, but may be carried out in as full and ample a manner and shall be construed in wide a sense as if each of the said paragraphs defined the object of a separate and distinct company.

4. The liability of the members is limited.
5. The share capital of the Company is £100 divided into 100 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being 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 out opposite  
our respective names.

---

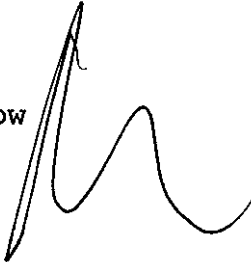
NAMES AND ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
--	--

---

FBC Nominees Limited  
Routh House  
Hall Court  
Hall Park Way  
Telford  
Shropshire  
TF3 4NJ

One

Signed by Linda J. Crow  
for and on behalf of  
FBC Nominees Limited



Routh Holdings Limited  
Routh House  
Hall Court  
Hall Park Way  
Telford  
Shropshire  
TF3 4NJ

One

Signed by Linda J. Crow  
for and on behalf of  
Routh Holdings Limited



---

DATED this 27th November 1996

Witness to the above Signatures:-

*K.M. Ashton*

Karen M. Ashton  
Routh House  
Hall Court  
Hall Park Way  
Telford  
Shropshire  
TF3 4NJ

The Companies Acts 1985 and 1989

---

COMPANY LIMITED BY SHARES

---

ARTICLES OF ASSOCIATION

of

FBC 215 LIMITED

---

PRELIMINARY

- 1.1 The Regulations contained or incorporated in Table A of the Companies (Tables A to F) Regulations 1985 and the Companies (Tables A to F) (Amendment) Regulations 1985 other than Regulations 40 and 41, 50, 73 to 76 inclusive, 78 to 80 inclusive 94 and 95 shall, subject to the modifications hereinafter expressed apply to the Company and together with the regulations hereinafter contained, shall constitute the Articles of Association of the Company.
- 1.2 In Regulation 1 of Table A "execution" includes both signature under hand and execution under seal.
- 1.3 Words and expressions which are defined in Table A have the same meanings when used in these Articles and reference to "Regulations" means the regulations contained in Table A.

PRIVATE COMPANY

2. The Company is a private company and accordingly the provisions of Section 170 of the Financial Services Act 1986 shall apply to the Company.

SHARE CAPITAL

- 3.1 The authorised share capital of the Company is £100 divided into 100 shares of £1 each.
- 3.2 For the purposes of Section 80 of the Act and subject to the provisions of Article 4 the Directors are hereby unconditionally authorised at any time or times during the period of 5 years from the date of incorporation:-
  - 3.2.1 to allot relevant securities of the Company (as defined in the said Section) up to the amount of the authorised but unissued share capital of the Company at the date of any such allotment; and

- 3.2.2 to make at any time before the expiry of the foregoing authority any offer or agreement which would or might require relevant securities to be allotted after the expiry of such authority;

provided that the authority hereby given may subject to the Act be renewed, revoked or varied by the Company at any time during such period by ordinary resolution and unless so renewed, revoked or varied such authority shall expire at the end of such period.

- 3.3 All unissued shares or securities of the Company not comprising relevant securities shall 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 on such terms as they think fit.

#### **ALLOTMENT OF SHARES**

(excluding statutory pre-emption rights)

4. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, all shares shall be issued to such persons and upon such terms and conditions and with such rights, priorities, privileges or restrictions as the resolution creating or issuing such shares and/or effecting the increase in the authorised share capital of the Company shall prescribe but, in the absence of any such prescription all shares whether forming part of the existing or any increased capital shall be at the disposal of the Directors who may issue them subject to Section 80 of the Act to such persons at such times and generally on such terms and conditions and with such rights, priorities, privileges or restrictions as they may think fit. Accordingly and in accordance with Section 91 of the Act Sections 89 (1) and 90(1) - (6) inclusive of the Act shall not apply to the Company.
5. No shares shall be issued to any infant, bankrupt or person suffering from mental disorder (as that expression is used in Regulation 81(c)).

#### **LIEN**

6. The lien conferred by Regulation 8 shall extend also to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company (whether solely or jointly with any other person and whether he shall be the sole registered holder thereof or shall be one of several joint holders) and shall be a first lien for all moneys and liabilities owed to the Company whether presently due and payable or not.

#### **FORFEITURE**

7. The liability of any Member in default of payment of a call shall if the Directors so direct also include any costs and expenses suffered or incurred by the Company in respect of such non-payment and Regulations 18 and 21 shall be amended

accordingly.

#### TRANSMISSION OF SHARES

8. The Directors may at any time give notice requiring any person entitled to a share by reason of the death or bankruptcy of the holder thereof to elect either to be registered himself in respect of the share or to transfer the share and if the notice is not complied with within 30 days of the date of such notice the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with and Regulation 31 shall be modified accordingly.

#### TRANSFER OF SHARES

- 9.1 No share shall be transferred to an infant, bankrupt or person suffering from mental disorder (as that expression is used in Regulation 81(c)).
- 9.2 Subject to paragraph 9.1 of this Article the Directors may in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of any share whether or not it is a fully paid share (and no transfer or disposal of the beneficial interest in any share shall be made) unless such transfer or disposal is made in accordance with the following provisions of this Article 9.2:-
- 9.2.1 Any share may at any time be transferred without restriction as to price or otherwise in the following circumstances:-
- 9.2.1.1 by a Member to any other Member holding shares of the same class as the share(s) being transferred;
- 9.2.1.2 by a Member to a member of his family;
- 9.2.1.3 to any person or persons acting as trustee or trustees of any trust created by a Member whether by deed or by Will, or, upon any change of trustees of any such trust, to the new trustee or trustees PROVIDED THAT the only persons who are beneficially interested in such trust are the Member and/or members of his family and the voting rights conferred by such share are not exercisable by or subject to the consent of any person other than such trustee or trustees or the Member or members of his family;
- 9.2.1.4 by the trustee or trustees of any such trust to any beneficiary thereunder being the Member or a member of his family; or

- 9.2.1.5 to the legal personal representatives of a deceased Member where, pursuant to his Will or the laws of intestacy, the persons beneficially entitled to such share (whether immediately or contingently) are members of the family of the deceased Member and by such personal representatives to such member or members of the family of such deceased Member.
- 9.2.2 In any other case, any Member wishing to sell, transfer or otherwise dispose of any share or the beneficial interest therein ("the Transferor") shall give notice in writing ("a Transfer Notice") to the Company that he desires to transfer or dispose of the same. Such notice shall constitute the Company as agent for the sale of the share to any Member willing to purchase the same ("the Transferee") at the price agreed by the Transferor and the Directors or in default of agreement as fixed by the then Auditors of the Company in accordance with paragraph 9.2.6 of this Article ("the Fair Value"). A Transfer Notice may include several shares and in such case shall operate as if it were a separate notice in respect of each. A Transfer Notice may also state that it is conditional upon all and not part of the shares comprised in it being sold or transferred.
- 9.2.3 In the event of the Auditors issuing a certificate ("Auditors Certificate") as to the Fair Value, the Company shall forthwith give notice to the Transferor of the sum so certified and within a period of seven days after service of such notice the Transferor may by further notice in writing to the Company revoke the Transfer Notice as to the whole (but not part only) of the shares comprised therein. After the expiration of such period of seven days a Transfer Notice shall not be revocable except with the sanction of the Directors.
- 9.2.4 Forthwith upon the Fair Value being agreed or certified by the Auditors (subject always to paragraph 9.2.3 of this Article) and with a view to finding a Transferee for the shares comprised in the Transfer Notice, the Directors shall give notice in writing thereof ("the Offer Notice") to all the Members in proportion to their then holdings of shares. Such offer ("the Offer") shall be limited to a time of twenty one days ("the Offer Period") from the date of the Offer Notice and shall if not accepted within such time be deemed to be declined. The Offer shall give the Members the right to claim shares offered in addition to their due proportion. If any such Members do not accept their due proportion the

unaccepted shares shall be distributed amongst those claiming additional shares in proportion as nearly as may be to their said holdings but no Member shall be bound to take more shares than those he has claimed.

- 9.2.5 If the Company shall within the Offer Period find a Transferee or Transferees for the share(s) offered for sale and shall give notice thereof to the Transferor he shall be bound upon payment of the Fair Value as fixed in accordance with paragraphs 9.2.2 or 9.2.6 of this Article to transfer the share(s) to the Transferee or Transferees.
- 9.2.6 The Fair Value of the share(s) comprised in the Transfer Notice shall be either the price thereof agreed between the Transferor and the Directors within 14 days of the service of the Transfer Notice or (in default of agreement within such period) such price as the Auditors shall on the application of either party certify in writing to be the price per share which in its opinion a willing buyer would offer to a willing seller for the share(s) comprised in the Transfer Notice based on the going concern value of the Company. In so certifying the Auditors shall be considered to be acting as experts and not as arbitrators and their decision shall be final and binding on the parties.
- 9.2.7 The cost of obtaining an Auditors Certificate pursuant to this Article shall be borne by the Company provided that if any Member shall within 12 months of revoking a Transfer Notice serve a further Transfer Notice the cost of obtaining a certificate relating to such further Transfer Notice shall be borne wholly by such Member.
- 9.2.8 If the Transferor, after having become bound to transfer his share(s) as aforesaid, makes default in transferring the same, the Company may receive the purchase money tendered by the Transferee(s) and the proposed Transferor shall be deemed to have appointed any one Director or the Secretary of the Company as his agent to execute a transfer of the share(s) to the Transferee(s) and upon the execution of such transfer the Company shall hold the purchase money in trust for the Transferor. The receipt of the Company for the purchase money shall be a good discharge to the Transferee(s) and after his or their name(s) have been entered on the Register of Members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
- 9.2.9 If the Company shall not by the expiry of the Offer Period find a Transferee from amongst the

Members of the Company in accordance with the foregoing provision of this Article, the Transferor shall be at liberty within a period of three months from the end of the Offer Period to sell and/or transfer the share(s) or the beneficial interest therein (or where there are more shares than one, those not placed) to any person at any price being not less than the Fair Value PROVIDED THAT:-

9.2.9.1 if the Transfer Notice shall state that the Transferor is not willing to transfer part only of the shares comprised in the Transfer Notice he shall be entitled under this paragraph 9.2.9 to transfer all but not part of such shares; and

9.2.9.2 the Directors may require to be satisfied in such manner as they may reasonably think fit that such shares are being transferred in pursuance of a bona fide sale or transfer for the consideration stated in the Transfer Notice without any deduction, rebate or allowance whatsoever to the Transferee and the Directors, if not so satisfied, may refuse to register or approve the transfer.

9.2.10 Any transfer of any share made otherwise than in accordance with this Article shall be void and of no effect and in any case where, pursuant to this Article, a Transfer Notice shall be required to be given in respect of any share(s) and such Transfer Notice is not duly given or not so given within the requisite period, such Transfer Notice shall be deemed to have been given at the expiration of the said period or at the expiry of 14 days after the Directors first became aware of the default as the case may be and the provisions of these presents shall take effect accordingly.

9.3 For the purposes of this Article:-

9.3.1 the expression "transfer" shall include the renunciation of any allotment of shares or of any rights to subscribe for or receive an allotment of shares and any other disposition of any interest in any share whether for consideration or otherwise and whether by written instrument or not;

9.3.2 the expression "member of the family of a Member" shall mean the husband, wife, widow, widower, child and remoter issue (including a child by adoption) parent, brother and sister (whether of the whole or half blood and including any brother or sister by adoption) and any child or remoter

issue of any such brother or sister (including a child by adoption) of that Member.

#### **GENERAL MEETINGS**

10. No business shall be transacted at any general meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum. If such a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting such quorum ceases to be present the meeting will stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the number of Members then present shall be a quorum.
11. At any general meeting of the Company a poll may be demanded by one or more Members present in person or by proxy and having the right to vote at the meeting and sub-paragraphs (b) (c) and (d) of Regulation 46 shall be modified accordingly.
12. The Chairman of the general meeting shall not have a casting vote and accordingly Regulation 50 shall not apply.

#### **APPOINTMENT AND REMOVAL OF DIRECTORS**

13. Unless otherwise determined by ordinary resolution the minimum number of Directors shall be one and a sole Director shall have and exercise all the powers, duties and discretions conferred on or vested in the Directors by these Articles and Regulations 64 and 89 shall be modified accordingly.
14. The Directors shall not be required to retire by rotation.
15. Subject as otherwise provided by these Articles, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.
16. The Directors may also appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors. A Director so appointed shall not be subject to retirement or re-election at any annual general meeting.
17. In addition and without prejudice to the provisions of Sections 303 and 304 of the Act, the Company may by extraordinary resolution remove any Director before the expiration of his period of office and may if thought fit, by ordinary resolution appoint another person in his stead. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of



service between him and the Company.

#### POWERS AND PROCEEDINGS OF DIRECTORS

18. Subject to the Act, a Director may vote at a meeting of Directors or of a committee of Directors (and may be counted in the quorum present at any such meeting) on any resolution concerning any matter in which he has directly or indirectly an interest which conflicts or may conflict with the interests of the Company provided that at or prior to such meeting he complies in respect of such a matter with the disclosure provisions of Section 317 of the Act. Compliance with Section 317 of the Act shall be sufficient disclosure by a Director for the purposes of Regulations 85 and 86.
19. The Directors may exercise all the powers of the Company conferred by the Memorandum to pay and/or provide pensions, annuities, gratuities, superannuation and other allowances, benefits, advantages, facilities and services both for persons who are or have been Directors of, or who are or have been employed by the Company or by any subsidiary or associated company of the Company and their dependants and relatives and the Directors are entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers and Regulation 87 does not apply to the Company.
20. The Chairman of a Directors meeting shall not have a casting vote and Regulation 88 shall be amended accordingly.
21. The Directors shall be entitled to such remuneration (if any) by way of fee as shall from time to time be determined by resolution of the Directors and the Directors (including alternate Directors) shall also be entitled to be paid their reasonable travelling, hotel and other expenses of attending and returning from meetings of the Company or otherwise incurred while engaged on the business of the Company or in the discharge of their duties and Regulations 82, 83 and 84 shall be amended accordingly.
22. Any Director who, by request of the Directors, performs special services for any purpose of the Company which in the opinion of the Directors is outside the normal scope of such Director's duties shall receive such extra remuneration by way of salary, percentage of profits or otherwise as the Directors may determine which shall be charged as part of the Company's ordinary revenue expenses.
23. Any Director or member of a committee of Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and any Director or member of a committee participating in a meeting in the manner shall be deemed to be present in person at such meeting.

### **BORROWING POWERS**

24. The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and/or uncalled capital or any part thereof without limit and to issue debentures and other securities whether outright or as security (principal or collateral) for any debt liability or obligation of the Company or of any third party.

### **EXECUTION OF DOCUMENTS**

25. The Company may execute any documents required by the Regulations to be under seal in accordance with Section 36A of the Act and the Regulations shall be modified accordingly.

### **ALTERNATE DIRECTORS**

26. The following provisions apply to the Company by way of variation of Regulations 65 to 69 inclusive:-
- 26.1 the appointment of an alternate Director shall automatically terminate on the happening of any event which if he were a Director would cause him to vacate the office of Director or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting;
- 26.2 an alternate Director shall be repaid by the Company such expenses as might properly be repaid to him if he had been a Director. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director;
- 26.3 a Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director and Regulation 88 shall be modified accordingly.

### **NOTICES**

27. Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice to a Director need not be in writing.
28. In Regulation 112 the words "or by telex or facsimile transmission" shall be inserted before the words "or by sending it by" and the words "first class" shall be inserted before the words "post in a prepaid envelope". The provisions of Regulation 112 as so varied shall (mutatis mutandis) apply also to notices to Directors.
29. Where a notice is sent by first class post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the

notice and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted.

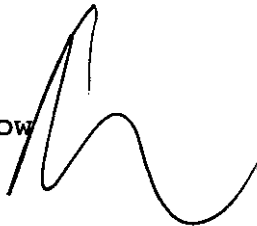
---

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

---

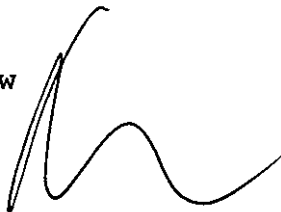
FBC Nominees Limited  
Routh House  
Hall Court  
Hall Park Way  
Telford  
Shropshire  
TF3 4NJ

Signed by Linda J. Crow  
for and on behalf of  
FBC Nominees Limited



Routh Holdings Limited  
Routh House  
Hall Court  
Hall Park Way  
Telford  
Shropshire  
TF3 4NJ

Signed by Linda J. Crow  
for and on behalf of  
Routh Holdings Limited



---

Dated this 27th November 1996

Witness to the above Signatures:-

*K.M. Ashton*

Karen M. Ashton  
Routh House  
Hall Court  
Hall Park Way  
Telford  
Shropshire  
TF3 4NJ