

**Registered Number : 5217948**

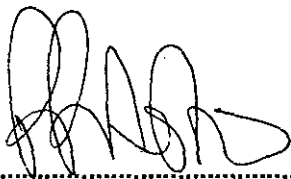
**The Companies Act 1985  
Private Company Limited by shares**

**Written Resolution of Austec Group Limited  
passed on 31 March 2005**

In accordance with regulation 53 of Table A, which is incorporated in the Company's Articles of Association by virtue of Article 1 of those Articles, we, the undersigned, being all members of the Company who, at the date of this Resolution would be entitled to attend and vote at General Meetings of the Company, hereby unanimously resolve upon the following Resolution and agree that it shall be as valid and effective as if it had been passed as a Special Resolution at a General Meeting of the Company duly convened and held.

**"That the document attached to this Resolution be approved and adopted as the new Articles of Association of the Company to the exclusion of its existing Articles."**

**Dated 31 March 2005**



.....  
**Paul Austin**  
for and behalf of Austec Group Limited



THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
NEW ARTICLES OF ASSOCIATION OF

Confirmed & Dated

31 MARCH 2005

Chairman

# AUSTEC GROUP LIMITED

## PRELIMINARY.

1.

a The Regulations contained in 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 ("Table A") shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with these Articles. The Regulations in Table A numbered 2, 3, 24, 26, 40, 50, 64, 72 to 80 (inclusive), 81(e), 82, 83, 84, 87, 89, 90, 91 and 118 shall not apply, but, subject as aforesaid, and in addition to the remaining Regulations in Table A the following shall be the Articles of Association of the Company.

b Where the context requires words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine.

c Any reference in these Articles to any enactment shall be construed as a reference thereto as consolidated, amended, modified or re-enacted from time to time.

## PRIVATE COMPANY.

2. The company is a private company.

## SHARE CAPITAL.

3. The share capital of the Company at the date of the adoption of these Articles is £1000 divided into 1000 Ordinary Shares of £1 each ("Ordinary Shares").

4. The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to time (subject to Section 80 of the Companies Act) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

## LIEN.

5. Without prejudice to the lien conferred by Regulation 8 of Table A the Company shall have a first and paramount lien on all shares for all moneys presently payable by a member or his estate to the Company. The liens conferred above and by Regulation 8 of Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

## CALLS.

6. The liability of any member in default in respect of a call shall be increased by the addition in Regulation 15 of Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment" after the words "(as defined by the Act)" and the words "and expenses" after the words "of the interest" and also by the addition in Regulation 18 of Table A of the words "and all expenses that may have been incurred by the Company by reason of non-payment" after the words "together with any interest".

## PRE EMISSION.

7.

a (a1) Any member ("the proposing transferor") desiring to sell, transfer or otherwise dispose of any shares which he holds shall give notice in writing ("the transfer notice") to the Company at its registered office specifying the shares held by him which he desires to dispose of ("the Shares"), the price ("the offer price") (if any) at which the Shares are offered by him and the third party (if any) to whom he proposes to transfer the Shares if they are not purchased by a member pursuant to the following provisions of this Article. A transfer notice shall only be revocable with the consent of all the members.

(a2) The transfer notice shall constitute the Directors the agents of the proposing transferor for the sale of Shares and the Directors shall, within seven days of the transfer notice being given to

the Company, offer the Shares in writing pro rata (as nearly as may be) to the holders of Ordinary Shares. Such offer shall state:

i) the number of shares offered;

ii) the offer price, if any;

iii) the third party specified in the transfer notice (if any);

iv) that, if such offer is not accepted in writing within one calendar month, it will be deemed to be declined;

v) that, if there be more than one member other than the proposing transferor and any such member to whom such notice is given desires an allotment of Shares in excess of his proportion, he should in his reply state how many excess Shares he desires to have; and;

vi) if all such members do not claim their proportions, the unclaimed Shares shall be used in or towards satisfying the claims in excess in the proportions in which such claims are made. If any Shares shall not be capable, without fractions, of being offered to such members in proportion to their existing holdings, the same shall (to the extent that fractions would arise) be offered to such members in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Directors.

(a3) Each member who accepts the offer made under paragraph (a2) of this Article may state in his reply that he accepts the offer price, if any. If any member accepting the offer states in his reply that he does not accept the offer price or makes no reference to the offer price or if no offer price was stated by the proposing transferor, the Directors, forthwith upon all the members to whom the offer is made under such paragraph (a2) above replying or upon the termination (if earlier) of the period of one calendar month referred to in such paragraph (a2) above, shall instruct a firm of accountants agreed by the members (or in default of agreement appointed by the president for the time being of the Institute of Chartered Accountants of England and Wales) ("the Auditors") to certify the fair price of the Shares ("the Price"). The fees and expenses of the Auditors shall be paid by all the members in proportion to the numbers of the Shares which they hold.

(a4) The Price shall be determined by the Auditors, acting as experts and not as arbitrators without making any allowance or adjustment in respect of the percentage of the issued share capital of the Company represented by the Shares on the basis of the fair value of the business of the Company as a going concern at the date on which the Auditors are instructed to determine the Price.

(a5) The proposing transferor shall be bound to transfer to each purchaser of the Shares the number of Shares being purchased by him upon payment by such purchaser to the proposing transferor of the offer price or the Price (as the case may be) which payment shall be made within fourteen days of the acceptance of the offer price or determination of the Price (as the case may be). Interest shall accrue to the transferor on any undue part of the Price to be paid by any purchaser at a rate of 4 percent over the base rate from time to time of Royal Bank of Scotland plc and at a rate of four per cent over the base rate from time to time of Royal Bank of Scotland plc on any due and unpaid part of the Price due from any purchaser.

(a6) If in any case the proposing transferor, after having become bound as aforesaid makes default in transferring any Shares, the Directors may receive the purchase money which shall be paid into a separate bank account and the Directors shall within a reasonable period nominate some person to execute an instrument or instruments of transfer of the relevant Shares in the name and on behalf of the proposing transferor and thereafter, when such instrument or instruments have been duly stamped, the Directors shall cause the name of the relevant purchasing member or members to be entered in the Register as the holder or holders of the relevant shares and shall hold the purchase money in trust for the proposing transferor. The receipt of the Directors for the purchase money shall be a good discharge to the relevant purchasing member or members and after his or their names have been entered in the Register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(a7) If the Directors shall not find a member or members willing to purchase all the Shares under the foregoing provisions the proposing transferor shall at any time within ninety days afterwards be at liberty to sell and transfer the Shares or so many of them as the Company shall not have found a purchaser or purchasers for as aforesaid, to the third party named in the transfer notice

for a cash price payable prior to transfer and being not less than the offer price (if any) or the Price (if higher) determined in accordance with the foregoing provisions.

(a8) The holders of Ordinary Shares may, if they all think fit, agree in writing to waive the provisions of this Article in any particular case.

b The Directors shall refuse to register any proposed transfer of a share other than a transfer of a share other than a transfer made pursuant to or permitted by paragraphs (a) or (d) of this Article.

c The Directors may decline to register the transfer of a share on which the Company has a lien.

d Except as aforesaid, the instrument of transfer of a share shall be signed by or on behalf of the transferor (and in the case of a transfer of a partly paid share also by the transferee) and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. All instruments of transfer when registered, shall be retained by the Company.

e No interest in any share or shares shall be disposed of or created by any means without a transfer of an equivalent number of shares being presented for registration save in circumstances where a transfer of the share or shares concerned would be permitted under the provisions of paragraph (a) of this Article without the member giving a transfer notice.

f If at any time or date the holders of 75 percent of the issued share capital conferring the right to vote at a General Meeting of the Company have agreed to sell their shares to any other person or persons and who are independent purchasers in good faith ("the Buyer") the Buyer shall have the right at the Buyer's option to purchase the remaining voting shares in the Company on the same terms and conditions (mutatis mutandis) as those of the agreed sale and the members hereby waive all of their pre-emption rights whether in the Articles or otherwise in respect of the shares in the Company to be sold to the Buyer pursuant to this Article.

#### **TRANSMISSION OF SHARES.**

8. If a member dies, he shall be deemed to have served a Transfer Notice on such date pursuant to Article 7(a1) without specifying any third party.

#### **NOTICES OF MEETINGS.**

9. Every notice calling a general meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies.

10. In Regulation 32 of Table A the words "ordinary resolution" shall be deemed to be replaced by the words "special resolution".

#### **PROCEEDINGS AT GENERAL MEETINGS.**

11. All business at a general meeting shall be deemed to be special business and shall be notified in the notice convening the meeting.

12. No business shall be transacted at any general meeting (whether or not it shall be adjourned) unless a quorum of members is present at the time the meeting proceeds to business. The quorum shall be 2.

13. A poll may be demanded by any member present in person or by proxy and Regulation 46 of Table A shall be deemed to be modified accordingly.

#### **DIRECTORS.**

14. Unless and until otherwise determined by a special resolution of the Company in general meeting the number of the Directors shall be not more than 10.

15. The Directors may be paid all travelling, hotel and other expenses wholly exclusively and necessarily incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company.

16. A Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and attend and speak at all general meetings of the Company.

17. The Directors may, subject to the provisions of Article 18 hereof, exercise all the powers of the Company to borrow and raise money and to mortgage and charge its undertaking, property and uncalled capital or any part thereof, and subject to Section 80 of the Act, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

18. Except with the prior sanction of the holders of more than 75 percent of the issued share capital of the Company from time to time the Directors shall procure that the Company shall not

and shall use all powers of control exercisable by the Company in relation to its subsidiaries to procure that each of its subsidiaries shall not:-

- a sell, transfer or otherwise dispose of the whole of its undertaking, property or (save in the ordinary course of trading) assets or a part thereof being substantial in relation to its total undertaking property and assets;
- b issue shares, loan stock, debentures or any other form of security of the Company including for this purpose any issued of redeemable shares;
- c purchase any of its own shares;
- d incur or agree to incur any capital commitments in excess of £100000000 for any one time or in any one calendar year in excess of £100000000 in aggregate;
- e engage or dismiss any person as Director;
- f engage any person as employee or consultant or agent for a remuneration of more than £10000000 per annum or increase or agree to increase by more than £10000000 per annum the remuneration payable to any of its Directors, officers, employees, consultants or agents;
- g dismiss any employee;
- h establish any profit-sharing bonus or incentive scheme or arrangement nor make any material variation to any such scheme or arrangement as is or may in the future be in force;
- i enter into any contract or other agreement or arrangements with or in respect of any of its Directors;
- j purchase or sell, take or let on lease or tenancy or otherwise acquire or dispose of any real or leasehold property for any estate or interest;
- k institute any litigation save in respect of the debts owing to it in the ordinary course of business;
- l acquire or dispose of any shares, debentures, debenture stock or other securities in any other company;
- m mortgage or charge the whole or part of its undertaking assets property or uncalled capital;
- n allow the aggregate of the amounts borrowed and raised by the Company and its subsidiaries to exceed £1000000000.

19. In Regulation 81(a) of Table A the words "he ceases to be a director by virtue of any provision of the Act or" shall be deemed to be deleted.

20. A Director who pursuant to Regulations 85 and 86 of Table A has declared at a meeting of the Directors the nature of his interest in a contract, proposed contract or arrangements with the Company shall be entitled to vote in respect of that

contract, proposed contract, or arrangements, or upon any matter arising thereout and if he shall do so his vote shall be counted, and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the Directors or the committee at which the vote is taken.

21.

a The quorum necessary for the transaction of the business of the Directors shall be 2 Directors.

b If by reason of any unfilled vacancy in the office of a Director there shall not be a valid quorum of Directors the remaining Director shall have power to pass transfers in accordance with these Articles and to convene general meetings but shall not exercise any of the other powers conferred on the Directors by these Articles.

c The Directors shall have power to appoint a committee for such period and for such purposes and on such terms as they shall decide. Subject thereto a committee may meet and adjourn as it thinks proper.

22. In Regulation 88 of Table A the words "It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom" shall be deemed to be deleted.

23. The Chairman of a meeting of the Directors or of a committee of the Directors shall be elected by all the Directors (and/or their alternates) present at the meeting.

24. Not less than fourteen days' notice of meetings of the Directors shall be given to each of the Directors at their address in the United Kingdom whether present in the United Kingdom or not and Regulation 88 of Table A shall be deemed to be modified accordingly.

25. Notice of a meeting of the Directors shall include an agenda specifying in reasonable detail the matters to be discussed at the meeting. No business which is not within the direct scope of the agenda shall be put to the vote at such meeting unless all the Directors present otherwise agree.

26. No person shall be or become incapable of being appointed a Director by reason of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no Director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age.

27. The Directors may grant retirement pensions or annuities or other allowances including allowances on death, to any person or to the widow or widower or dependants of any person, in respect of services rendered by him to the Company as Director or in any other executive office or employment under the Company or indirectly as an executive officer or employee of any subsidiary company of the Company or of its holding company (if any) notwithstanding that he may be or may have been a Director of the Company and may make payments towards insurances or trusts for such purposes in respect of such persons and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person.

28.

a The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of Managing Director, for such fixed term or without limitation as to period and on such terms as they think fit and (subject to the provisions of any agreement entered into any particular case and without prejudice to any claim for damages he may have for breach of any such agreement) may remove or dismiss him or them from such office and appoint another or others in his or their place or places. A person so appointed shall (subject to the provisions of Article 31(b) and without prejudice to any claim for damages for breach of any agreement between him and the Company) be subject to the same provisions as to removal and as to vacation of office as the other Directors of the Company and if he ceases to hold the office of Director from any cause he shall (without prejudice as aforesaid) ipso facto and immediately cease to hold such executive office.

b A Director holding such executive office for a fixed period shall not be entitled to resign as a Director of the Company during that period and Regulation 81(d) of Table A shall be deemed to be modified accordingly.

#### **NOTICES.**

29. The third sentence of Regulation 112 of Table A shall be deemed to be deleted.

#### **INDEMNITY.**

30.

a Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which in such capacity he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto Provided that this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

b The Directors shall have power to purchase and maintain for any Director officer or auditor insurance against any such liability as is referred to in Section 310(1) of the Act.

#### **WINDING UP.**

31. In a winding up the liquidator may, with the sanction of an extraordinary resolution, distribute all or any of the assets in specie among the holders in such proportions and manner as may be determined by such resolution, provided always that if any such distribution is proposed to be made otherwise than in accordance with the existing rights of the members, every member shall have the same right of dissent and other ancillary rights as if such resolution were a special resolution passed pursuant to Section 582 of the Act.

Dated this 31 March 2005