Number of Company: 614345

The Companies Act 1985 and 1989

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

A R PARKIN LIMITED

Passed 2nd March 2000

At an Extraordinary General Meeting of the above named Company, duly convened and held at Unit 8, Cleton Business Park, Cleton Street, Tipton, West Midlands, DY4 7TR on 2nd March 2000 at 2.15 p m the following resolution was passed as a Special Resolution:-

SPECIAL RESOLUTION

"THAT the Articles of Association in the form annexed hereto be and they are hereby adopted as the Articles of Association of the Company".

SIGNED .....
Chairman

A3JX70UI
A27 0580
COMPANIES HOUSE 16/03/00

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

A.R. PARKIN LIMITED

(Adopted by a Special Resolution dated 2nd March 2000)

PRELIMINARY

1 The headings shall not affect the construction hereof and in the interpretation of these Articles unless there be something in the subject or context inconsistent therewith the following words and expressions shall bear the meanings set out opposite them:-

"Articles"	these Articles of Association;
"the Act"	the Companies Act 1985;
"the Board"	means the Board of Directors of the Company from time to time;
"Director"	a director for the time being of the Company;
"Share"	any ordinary share of £1 for the time being in the capital of the Company;
"Shareholder or Member"	a holder for the time being of any Share;
"Table A"	Table A in the Schedule to the Companies (Tables A-F)Regulations 1985 (as amended).

Words and expressions defined in the Act or in Table A shall unless the context otherwise requires have the same meanings in these Articles. The singular shall include the plural and the masculine the feminine and neuter and vice versa.

TABLE A

2. The clauses contained in Table A shall apply to the Company save in so far as they are excluded or modified hereby. The Regulations in Table A numbered 24, 64, 73, 74,75, 80, 8 1 (e), 95 and 97 shall not apply and in addition to the remaining Clauses in Table A the following shall be the Articles of Association of the Company.

SHARES

3. The share capital of the Company at the date of the adoption of these Articles is £3500 divided into 3500 Ordinary Shares of one pound each.

4. The lien conferred by Regulation 8 in 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.

TRANSFERS AND TRANSMISSIONS OF SHARES

5. The transferor shall be deemed to remain as holder of any shares which have been or are to be transferred until the name of the transferee is entered in the Register of Members in respect thereof.

6. 6.1 For the purposes of this Article 6:-

   6.1.1 **"Person"** means any person, firm or company or other entity whether incorporated or unincorporated;

   6.1.2 **"Prescribed Period"** means the period of one month commencing on the date of actual or deemed service of the relevant Transfer Notice;

   6.1.3 **"Shares Offered"** means the shares the subject of a Transfer Notice;

   6.1.4 **"Shareholders"** means those persons holding any class of shares in the Company at the relevant time other than the Transferor;

   6.1.5 **"Transferor"** means any member seeking to transfer or transferring shares;

   6.1.6 **"Transferee"** means any person to whom shares are transferred;

6.1.7 **"Transfer Notice"** means a notice given by a Transferor under Article 6.3 or a deemed notice given pursuant to Article 6.9;

6.1.8 **"Transfer Price"** means the price per share of the Shares Offered calculated in accordance with Article 6.4;

6.1.9 **"Transfer Terms"** means the proposed terms of transfer referred to in a Transfer Notice.

6.2 Save as otherwise expressly provided in this Article 6, no shares or any interest therein shall be transferred, assigned, charged or otherwise disposed of:

6.2.1 unless such transfer or disposal is to be of the whole legal and beneficial interest in the entire shareholding of the Transferor; and

6.2.2 unless and until the following rights of pre-emption have been exhausted, and then only as permitted by Article 6.6.

6.3 Before transferring or disposing of any of his shares the Transferor shall give a Transfer Notice to the Company stating that he desires to transfer the same. The Transfer Notice shall constitute the Company his agent for the sale of the whole legal and beneficial interest in the entire shareholding of the Transferor (together with all rights then attached to such shareholding) at the Transfer Price and on terms matching the Transfer Terms during the Prescribed Period to any Shareholder, and shall not be revocable except with the consent of all the Shareholders. On receipt of such Transfer Notice the Directors shall give written notice of receipt to the Shareholders.

6.4 The Transfer Price shall be agreed between the Transferor and the directors or, if a member is deemed to have served a Transfer Notice, between the potential recipients of the Transfer Price and the directors. If the Transferor or the potential recipients of the Transfer Price (as the case may be) and the directors are unable to agree a price within 14 days of the Transfer Notice then the Transfer Price shall be determined by the auditors of the Company (acting as experts and not as arbitrators) as being the fair market price as between a willing buyer and a willing seller at the date of the Transfer Notice but disregarding the fact that the shares being sold represent only part of the issued share capital of the Company.

6.5 All the Shares Offered shall within seven days of the date of calculation of the Transfer Price be offered by the Company by notice in writing to all Shareholders at the date of such notice for purchase at the Transfer Price on terms that in case of competition the Shares Offered shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any Shareholder beyond that applied for by him) to their existing holdings of shares. Such offer shall prescribe a time (being not less than 14 days nor greater than the Prescribed Period) within which it must be accepted or in default of offers being received for all the Share Offered will lapse.

6.6 If the Company shall within the Prescribed Period find a Shareholder or Shareholders pursuant to Article 6.5 (hereinafter each called a "Purchaser") willing to purchase all the Shares Offered, the Company shall forthwith give notice (hereinafter called an "Allocation Notice") of each relevant allocation to the Transferor and to the relevant Purchaser and shall specify in each such notice the number of Shares Offered allocated to such Purchaser, the Transfer Price of such Shares Offered, and the place and time (being not earlier than seven and not later than 14 days after the date of the Allocation Notice) at which the Transfer Price of such Shares Offered is to be paid by the Purchaser and such Shares Offered are to be transferred by the Transferor.

6.7 The Transferor shall be bound to transfer the Shares Offered comprised in an Allocation Notice to the Purchaser against tender of the Transfer Price in accordance with the terms of such Allocation Notice and, if the Transferor makes default in so doing, the Company may receive the purchase money and the Directors shall then authorise some persons to execute a transfer of such Shares Offered on behalf of the Transferor in favour of the Purchaser, and shall cause the name of the Purchaser to be entered in the register of members of the Company as the holder of such Shares Offered, and the Company shall hold the purchase money upon trust for the Transferor. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser and the validity of the proceedings shall not thereafter be questioned by any person. The Transferor shall in such case be bound to deliver up his certificate(s) for such Shares Offered and on such delivery shall be entitled to receive the said purchase money without interest.

6.8 If the Company shall not within the Prescribed Period both find Shareholders willing to purchase all the Shares Offered pursuant to Article 6.4 and give notice in writing of such Purchasers to the Transferor, the Transferor shall be at liberty at any time thereafter up to the expiration of two months after the end of the Prescribed Period (but subject always to the provisions of Article 6.2) to transfer the whole legal and beneficial interest in the entire shareholding of the Transferor to a single transferee on a bona fide sale without any rebate or collateral advantage at any price being not less than the Transfer Price (after deducting, where appropriate, any dividend or other distribution declared or made after the date of the Transfer Notice and to be retained by the Transferor) and on terms (other than as to price) no more favourable to the Transferee than the Transfer Terms.

6.9 If any member (being an individual) shall be declared bankrupt or (being a corporation) shall be liquidated or dissolved he or it shall be deemed to have served a Transfer Notice in respect of the whole legal and beneficial interest in the entire shareholding held by him or it as at the date of any such event as aforesaid in accordance with Article 6.4 ("the Deemed Transfer Date") and any sums received by the Company pursuant to the transfer of any such shares shall be paid to the person who would but for this provision have been entitled to the said shares on the bankruptcy, liquidation or dissolution of such member.

6.10 If any member shall die then Regulations 29 to 31 (inclusive) shall apply in respect of the transmission of his or her shares.

6.11 For the purpose of ensuring that a transfer of shares is permitted under this Article 6 or that no circumstances have arisen whereby a Transfer Notice should have been given hereunder a majority of the Directors may from time to time require any member, or any person named as transferee in any transfer lodged for registration, to furnish to the Company such information and evidence as they may reasonably think fit regarding any matter relevant to such purpose. If such information or evidence if not furnished to the reasonable satisfaction of such Directors within a reasonable time, the Directors shall not register a transfer so lodged.

6.12 The Directors shall, subject to its being properly stamped, forthwith register any transfer to which all the members for the time being of the Company shall have assented in writing or which is effected pursuant to the provisions of this Article 6, and shall not register any transfer which does not comply with the provisions of this Article 6, whether or not it is of fully-paid shares. Regulation 24 of Table A shall be modified accordingly.

NOTICE OF GENERAL MEETINGS

7. Every notice calling a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving the information to Members in regard to their right to appoint proxies.

PROCEEDINGS AT GENERAL MEETINGS

8. The following words shall be added to the end of Regulation 41 in Table A "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum".

9. A poll may be demanded by any Member present in person or by proxy and Regulation 46 in Table A shall be modified accordingly.

10. Every Director for the time being of the Company shall have the following rights:

    (a) if at any General Meeting a poll is duly demanded on a resolution to remove him from office to ten votes for each Share of which he is the holder; and

    (b) if at any General Meeting a poll is duly demanded on a resolution to delete or amend the provisions of this Article, to ten votes for each Share of which he is the holder if voting against such resolution.

Regulation 5.4 in Table A shall be modified accordingly.

DIRECTORS

11. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be subject to any maximum or minimum. A sole Director shall have authority to exercise all the powers and discretions vested in the Directors generally.

12. A Director need not hold any Shares of the Company to qualify him as a Director.

13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereat, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Regulation 94 in Table A shall be modified accordingly.

14. A Director shall not retire by rotation and Regulations 76, 77 and 78 in Table A shall be modified accordingly.

15. The Directors may conduct a meeting of the Board over the telephone subject to such Meeting being called on reasonable notice provided that each Director is able to hear each other Director by means of a telephone conference facility and provided that no resolution shall be validly passed at such meeting unless it is unanimously passed by all those Directors who are party to the meeting.

REMUNERATION OF DIRECTORS

16. The ordinary remuneration of the Directors shall be such amount as the Directors shall from time to time determine or such other amount as the Company may from time to time by ordinary resolution determine, to be divided among them in such proportion and manner as the Directors may determine or, failing agreement, equally. Subject as aforesaid, a Director holding office for part only of a year shall be entitled to a proportionate part of a full year's remuneration. Regulation 82 of Table A shall not apply.

ASSOCIATE DIRECTORS

17. The Directors may at any time and from time to time appoint any person to an Associate Director having such title including the word "director" as the Directors may decide and may at any time remove any person so appointed. A person so appointed shall not be a director of the Company and shall not be a member of the Board. Subject as aforesaid, the Directors may define and limit the powers and duties of any Associate Directors and may determine their remuneration which may be in addition to their remuneration as managers or employees of the Company.

INDENIMTY

18. Subject to and so far as may be permitted by the Act, but without prejudice to any indemnity to which any person concerned may otherwise be entitled, the Directors, alternate directors, Auditors, Secretary and other officers for the time being of the Company shall be indemnified out of the assets of the Company against any costs, charges, losses, expenses and liabilities incurred by them in the execution and discharge of their duties, including all liability incurred by them as such in defending any proceedings, whether civil or criminal, in which judgement is given in their favour, or in which they are acquitted or in connection with any application under the Act in which relief is granted to them by the Court. Regulation 118 of Table A shall not apply.