

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTIONS OF GATEPACE LIMITED

At an Extraordinary General Meeting of the above-named Company duly convened and held on 18th day of December 1992 at Coast Road, Newcastle upon Tyne, NE6 5TP the following Resolutions were passed as Special Resolutions to be effective as at the 1st day of January 1993:-

1. "That the Directors be and they are hereby generally and unconditionally authorised to allot relevant securities (within the meaning of Section 80 of the Companies Act 1985) up to a maximum nominal amount of £50,000 in the Company.
2. "That the Memorandum of Association be altered with respect to the objects of the Company by the substitution of the new objects clause set out in a document submitted to this meeting and for the purpose of identification initialled by the Chairman hereof and to the exclusion of the existing objects clause thereof."
3. "That the Articles of Association set out in a document submitted to this meeting and for the purpose of identification initialled by the Chairman hereof be and are hereby adopted as the Articles of Association of the Company to the exclusion of all existing Articles of Association thereof".

.....
Chairman



No. 2749235

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

GATEPACE LIMITED

(to be renamed T. Crossling & Co. Limited)

(Adopted by Special Resolution passed on 1st January 1993)

PRELIMINARY

1. Subject as hereinafter provided, the Regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company.
2. Regulations 3, 24, 35, 40, 64, 70, 73 to 81 inclusive, 89 and 90 of Table A shall not apply to the Company, but the Articles hereinafter contained and the remaining Regulations of Table A shall constitute the Regulations of the Company.
3. The Company is a private Company and accordingly no invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

SHARES

4. The share capital of the Company at the date of the adoption of these Articles is £50,000 divided into 50,000 ordinary shares of £1 each.
5. Any share may, with the sanction of a special resolution, be issued on terms that it is, or at the option of the Company or of the holder of such share is liable, to be redeemed.
6. Subject to the provisions of the Act, the Company may purchase any of its own shares.
7. Subject to the provisions of the Act, the Company may make a payment in respect of any redemption or purchase, pursuant to Article 5 or Article 6 (as the case may be), of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

ALLOTMENT OF SHARES

8. Subject to the provisions of Section 80 of the Act and to the provisions of these Articles, all shares which are comprised in the authorised share capital of the Company shall be at the disposal of the Directors who may (subject to Article 9 below) allot, grant options over or otherwise deal with or dispose of the same to such persons, at such times, and generally on such terms as they think fit, but so that no shares shall be issued at a discount.
9. 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 the amount of the authorised share capital of the Company at the date of the adoption of these Articles at any time or times during the period of five years from the date of the adoption of these Articles and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby

given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution.

TRANSFER AND TRANSMISSION OF SHARES

10. Subject to the provisions of Article 11 no transfer of any shares or any interest in any shares shall be made by any member unless the following provisions be complied with in respect of such transfer:-

10.1 Any member, who wishes to transfer shares or any interest in shares in the capital of the Company ("the Vendor") shall give to the Company notice thereof in writing ("the Transfer Notice"). Subject as hereinafter mentioned, a Transfer Notice shall constitute the directors as the Vendor's agents for the sale of the shares specified therein ("the Sale Shares") at a price ("the Sale Price") to be agreed upon by the Vendor and the directors or, in the absence of such agreement, at the price which independent Accountants agreed between the Company and the Vendor or in default of agreement chosen by the President for the time being of the Institute of Chartered Accountants in England and Wales (acting as experts and not as arbitrators) shall certify to be in their opinion the fair value thereof as at the date of the Transfer Notice as between a willing seller and a willing buyer contracting on arm's length terms, having regard to the fair value of the business of the Company as a going concern taking into account (if it be the case) that the Sale Shares constitute a minority or a majority interest.

10.2 The Accountants' certificate referred to in Article 10.1 shall be binding upon all parties.

10.3 If the Accountants are asked to certify the Sale Price the Company shall within seven days of the issue of the Accountants' certificate furnish a copy thereof to the Vendor and the Vendor shall be entitled, by notice in writing given to the Company within 28 days of the service upon him of the said copy, to withdraw any Transfer Notice served by him. The

cost of obtaining the certificate shall be borne by the Vendor. Except as otherwise expressly provided in this Article a Transfer Notice shall not be revocable except with the consent of all the directors of the Company, who may impose such condition to any consent as they think fit, including a condition that the Vendor bears all costs arising therefrom.

- 10.4 Upon the Sale Price being fixed as aforesaid and provided the Vendor does not give notice of withdrawal as aforesaid the directors shall forthwith by notice in writing offer to the holders of ordinary shares in the capital of the Company the Sale Shares at the Sale Price. Such offer shall be open for a period of 28 days from the date of the notice ("the Acceptance Period"). The notice shall invite each holder of ordinary shares to state in writing whether he is willing to purchase any of the Sale Shares so offered to him and if so the maximum number of Sale Shares which he is willing to purchase. If the other members shall within the Acceptance Period apply for all or any of the Sale Shares offered to them the directors shall allocate the Sale Shares or such of the Sale Shares as are applied for amongst such members, in the case of competition in proportion to their then existing holdings of shares in the capital of the Company (as nearly as may be without involving fractions or increasing the number beyond that applied for by such applicant).
- 10.5 If within the Acceptance Period the holders of ordinary shares other than the Vendor ("the Transferees") accept the offer of all or any of the Sale Shares at the Sale Price the directors shall forthwith give notice in writing ("the Acceptance Notice") of such acceptance to the Vendor and the Transferees and shall specify in such notice the place and time (being not earlier than seven and not later than 28 days after the date of the Acceptance Notice) at which the sale of the Sale Shares or such of the Sale Shares as are applied for shall be completed.
- 10.6 The Vendor shall be bound to transfer the Sale Shares or such of the Sale Shares as are applied for to the Transferees at

the time and place specified in the Acceptance Notice and payment of the Sale Price for the Sale Shares or such of the Sale Shares as are applied for shall be made to the directors as agents for the Vendor. If the Vendor shall fail to transfer the Sale Shares or such of the Sale Shares as are applied for the Chairman of the Company or some other person appointed by the directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, a transfer of the Sale Shares or such of the Sale Shares as are applied for to the Transferees against payment of the Sale Price to the Company. On payment of the Sale Price to the Company the Transferees shall be deemed respectively to have obtained a good discharge for such payment and on execution and delivery of the transfers the Transferees shall be entitled to insist upon their respective names being entered in the register of members as the holders by transfer of the Sale Shares or such of the Sale Shares as are applied for. The Company shall forthwith pay the price to the Vendor after deducting any sum applied on its behalf in settling any fees or expenses falling to be borne by the Vendor. After the names of the Transferees have been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. If any Transferee does not tender payment for the shares at the time and place specified in the Acceptance Notice he will be liable to pay interest thereon at the rate of 15% per annum from the date payment should have been made to the date of actual payment.

10.7 Notwithstanding the foregoing provisions of this Article the directors may decline to register any transfer of any share on which the Company has a lien.

10.8 The restrictions on transfer contained in this Article shall not apply to:-

10.8.1 Any transfer approved in writing by all the members.

10.8.2 Any transfer including transfers under a member's will or intestacy by any member or his personal representatives to a spouse or widow or widower of the

member or that member's father or mother or any lineal descendant of such (including step and adopted children and grandchildren) ("Privileged Relation") or to trustees of a trust which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of that member and/or a Privileged Relation of that member and under which no power or control over the voting powers conferred by any share the subject of the trust is capable of being exercised by any person other than the trustees or such member or his Privileged Relations ("Family Trust").

10.8.3 Any transfer by trustees of a Family Trust to new trustees of that Family Trust or to any person to whom the shares could have been transferred by the settlor of that Family Trust if he had remained the holder thereof.

10.9 For the purposes of this Article the following shall be deemed (without limitation) to be service of a Transfer Notice:-

10.9.1 Any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself.

10.9.2 Any sale or other disposition of any beneficial interest in a share (whether or not for consideration or otherwise) by whomsoever made and whether or not effected by an instrument in writing.

10.9.3 The death or bankruptcy of any member (subject to regulation 10.8.2).

10.9.4 If any shares cease to be held upon a Family Trust save pursuant to Article 10.8.3.

10.9.5 If a member being a company ceases to be within the control (as such term is defined by Section 840 Income and Corporation Taxes Act 1938) of the person(s) who controlled such company at the date on which it became a member of the Company or on the date of adoption of these Articles of Association (whichever shall be the later).

10.10 If any member of the Company enters into a transaction or an event occurs of the kind referred to in Article 10.9 of this Article or otherwise attempts to transfer any shares otherwise than in accordance with this Article 10 such member shall be deemed to have given a Transfer Notice in respect of all shares of each class held by such member or by any nominee for him respectively immediately prior to that event.

10.11 In respect of any Transfer Notice deemed to have been given under Article 10.10 of this Article 10.3 of this Article shall not apply in so far as it entitles the Vendor to withdraw the Transfer Notice.

10.12 For the purpose of ensuring that a transfer of shares is duly authorised hereunder, or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given hereunder, the directors may require any member or the legal personal representative of a deceased member or any person named as transferee in any transfer lodged for registration, to furnish to the Company such information and evidence as the directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within a reasonable time after such request, the directors shall be entitled to refuse to register the transfer in question or (in the case no transfer is in question) to require by notice in writing that a Transfer Notice ought to be given in respect of any shares provided that any director nominated by the Vendor or whose shareholding in the Company comprises the Sale Shares shall not be entitled to vote at any board meeting at which a resolution considering the registration of a transfer is made, (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned is proposed. If the directors do so require and the notice is not duly given within one month from the date of its being so required, such notice shall be deemed to have been given at the expiration of such period and the provisions of this Article 10 shall take effect accordingly.

10.13 Subject to the foregoing provisions of this Article 10 the directors shall register any transfer made pursuant to or permitted by the foregoing provisions of this Article, but shall refuse to register any other transfer.

PROCEEDINGS AT GENERAL MEETINGS

11. No business shall be transacted at any General Meeting unless a quorum of Members 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.
12. In the case of a corporation the signature of a director or the secretary thereof, and in the case of joint holders of a share the signature of any one of such joint holders, shall be sufficient for the purpose of passing resolutions in writing pursuant to regulation 53 of Table A.
13. A proxy shall be entitled to vote on a show of hands and regulation 54 of Table A shall be modified accordingly.
14. In the case of a corporation a director or the secretary thereof shall be deemed to be a duly authorised representative for the purpose of regulation 54 of Table A.

DIRECTORS

15. The number of Directors shall be not less than two.
16. A Director shall not require a share qualification, but shall nevertheless be entitled to attend and speak at any General Meeting, or separate meeting of the holders of any class of shares, of the Company.

POWERS AND DUTIES OF DIRECTORS

17. Subject to the provisions of the Act, the provisions of the Memorandum and the Articles and any directions given by special

resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Regulation shall not be limited by any special power given to the Directors by the Articles, and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

18. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking property and uncalled capital, or any part thereof, and 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.
19. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall 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 of Table A shall be modified accordingly.
20. The quorum necessary for the transaction of the business of the Directors shall be two.
21. (a) Except with the prior consent in writing of all the shareholders for the time being of the Company the Company shall not pay in any year to any director or employee emoluments in excess of twenty-five times the average earnings of all the Company's and its subsidiaries' employees (other than directors).
- (b) Within one calendar month of receipt of the Company's audited accounts for any financial period any shareholder of the

Company registered as such at the end of such financial period may by notice in writing to the Company require the Company to declare and pay dividends to shareholders on the register at the end of such financial period totalling five per cent of the operating consolidated profit on ordinary activities of the Company before tax and including exceptional items Provided that the Company shall not be obliged to pay such dividends in the event that it has insufficient distributable profits or cash reserves to pay the same.

APPOINTMENT AND DISQUALIFICATION OF DIRECTORS

22. Without prejudice to the provisions of Section 303 of the Act, the Company may by Ordinary Resolution remove any Director. The Company may also appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
23. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director. A Director so appointed shall hold office only until the next following Annual General Meeting and if not re-appointed at such Annual General meeting he shall vacate office at the conclusion thereof.
24. In regulation 84 of Table A the words "A Managing Director and a Director holding any other executive office shall not be subject to retirement by rotation" shall be omitted.
25. The office of a Director shall be vacated:-
 - 25.1 If by notice in writing to the Company he resigns the office of Director;
 - 25.2 If he shall for more than 6 months have been absent without permission of the Directors from meetings of the Directors held during that period;
 - 25.3 If he becomes bankrupt or enters into any arrangement with his creditors;
 - 25.4 If he is prohibited from being a Director by an order made under any provision of the Act;

- 25.5 If he becomes of unsound mind;
- 25.6 If he is removed from office under Article 22.
- 25.7 If he is not re-appointed under Article 23.

26. Unless and until otherwise determined by the Company either generally or in any particular case, no Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of 70, and any person proposed to be appointed as a Director shall be capable of being appointed as a Director notwithstanding that he has attained the age of 70, and no special notice need be given of any resolution for the appointment as a Director of a person who shall have attained the age of 70 and it shall not be necessary to give to the members notice of the age of any Director or person proposed to be appointed as such.

PROCEEDINGS OF DIRECTORS

27. Any Director or member of a committee of the board may participate in a meeting of the Directors or of such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.