

Resolution of

Owntrade Limited

Companies Act 1985 to 1989

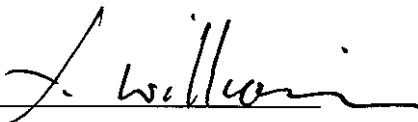
Company Number: 3024372

Company limited by shares

Resolution of the type and in the terms specified below as passed by the members of the Company named above at their extraordinary general meeting duly convened and held at Kempston House Camomile Street London EC3A 7AN on Friday, 30th June 1995.

Special Resolution

THAT the Company do adopt new Articles of Association in the terms of the draft attached in lieu of the existing Articles of Association of the Company.



Company Secretary

Date 30th June 1995



The Companies Act 1985

Private
~~Public~~ Company Limited by Shares

ARTICLES OF ASSOCIATION

(Adopted by Special Resolution passed on 19)

of

Owntrade Limited

Incorporated on the 21st February 1995

Interpretation

1 In these Articles, if not inconsistent with the subject or context:

'Act' means the Companies Act 1985, as amended or re-enacted from time to time

'A' Shares and 'B' Shares' means the 'A' Shares of £1 each and 'B' Shares of £1 each of the Company

'Table A' means Table A in the Schedule to the Companies (Tables A - F) Regulations 1985

Table A

2 The regulations contained in Table A apply to the Company except in so far as they are excluded by or inconsistent with these Articles.

3 Any proposed amendment to or variation of these Articles or of the Memorandum of Association of the Company shall be deemed to be a variation of the rights attached to the 'A' Shares and the 'B' Shares.

4 Regulations 2, 8, 17, 23, 24, 32(a), 39, 40, 41, 50, 64, 65, 73 to 80 inclusive, 89, 94, 97 and 118 of Table A do not apply to the Company.

Share Capital

5 The Company does not have power to issue share warrants to bearer.

6 The provisions of section 89(1) of the Act shall apply to the Company but subject to the terms of these Articles.

7 The capital of the Company (at the date of adoption of these Articles) is £20,000 divided into 10,000 'A' Shares of £1 each and 10,000 'B' Shares of £1 each.

8 The 'A' Shares and 'B' Shares shall constitute different classes of shares for the purposes of the Act but shall save as in these Articles expressly provided confer upon the holders thereof the same rights and rank pari passu in all respects.

9 Unissued shares shall be allotted as follows:

9.1 every allotment shall be of an equal number of 'A' Shares and 'B' Shares;

9.2 on the occasion of each allotment the 'A' Shares and the

'B' Shares shall be allotted at the same price (not being at a discount) and on the same terms as to date for payment;

9.3 no shares of either class shall be issued otherwise than to members holding shares of the same class without the prior written consent of all the members;

9.4 as between holders of shares of the same class the shares of that class being allotted shall be allotted in proportion to such holders' then existing holdings of shares of that class or in such other proportions between them as all the members holding shares of the same class shall agree in writing;

9.5 the maximum amount of relevant securities (as defined by section 80(2) of the Act) which the directors may allot, grant options or subscriptions or conversion rights over or otherwise deal with or dispose of pursuant to this article shall be the authorised but as yet unissued Share Capital of the Company at the date of adoption of these Articles. The authority conferred on the directors by this article shall expire on the day preceding the fifth anniversary of the date of adoption of these Articles.

10 The Company may from time to time by special resolution, whether or not all the shares for the time being authorised shall have been issued or all the shares for the time being issued have been fully paid up, increase its share capital by new shares of such amount as the special resolution prescribes.

11 Except as provided in article 9 the directors shall have no power to issue unissued shares and shall not allot, grant options or subscriptions or conversion rights over or otherwise dispose of the them.

12 The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time and in respect of that share, and the Company shall also have a first and paramount lien on

all shares registered in the name of any person (whether solely or jointly with others) for all moneys owing to the Company from him or his estate either alone or jointly with any other person whether as a member or not and whether such moneys are presently payable or not. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this article. The Company's lien on a share shall extend to any amount payable in respect of it.

Transfer of Shares

13 The instrument of transfer of any share shall be executed by or on behalf of the transferor. In the case of a partly-paid share the instrument of transfer must also be executed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect of it.

14 No transfer of any shares or any interest in any shares shall be made unless the following provisions are complied with in respect of such transfer.

14.1 Any member, or person entitled to shares by way of the death or insolvency of any member, who wishes to transfer shares or any interest in shares ('the Vendor') shall give to the Company notice in writing ('the Transfer Notice'). A Transfer Notice shall constitute the directors the Vendor's agents for the sale of the shares specified in it ('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 the specified experts (acting as experts and not as arbitrators) certify to be in their opinion the fair value of the Sale Shares 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 and its subsidiaries as a going concern but without taking into account (if it be the case) that the Sale Shares constitute a minority or majority interest.

14.2 The "specified experts" means such firm of accountants as, on the request of the Company, is nominated by the President of the Institute of Chartered Accountants in England and Wales. The Specified Experts shall be instructed to determine whether the Vendor or the Company should bear, or in what proportions they should share, the Expert's costs of certifying the fair value. In making their determination the Experts shall have regard to the efforts made by the Vendors and the remaining shareholders to agree a fair value. The auditors certificate shall, in the absence of manifest error, be binding on all parties.

14.3 If the specified experts are asked to certify the Sale Price the Company shall within 7 days of the issue of their certificate send a copy to the Vendor. 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 the Transfer Notice. The cost of obtaining the certificate shall be borne by the Company. A Transfer Notice shall not otherwise be revocable without 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 associated costs.

14.4 Upon the Sale Price being agreed or certified and provided the Vendor does not withdraw the Transfer Notice in accordance with Article 14.3 the directors shall promptly, by notice in writing, offer the Sale Shares to the holders of the remaining shares at the Sale Price pro rata to their existing holdings and (if those holdings are held jointly) to those holdings jointly. The offer shall be open for a period of 28 days from the date of the notice ('the Acceptance Period'). If the offerees within the Acceptance Period apply for all or any of the Sale Shares the directors shall allocate the Sale Shares or such of the Sale Shares as are applied for amongst the applications for any of the Sale Shares in the case of competition in proportion to their then existing holdings of shares (as nearly as may be without involving fractions or

increasing the number allocated to any applicant beyond that applied for by him).

14.5 If within the Acceptance Period the other holders ('the Transferees') in respect of all or any of the Sale Shares the directors shall promptly give notice in writing ('the Acceptance Notice') to the Vendor specifying the number of Sale Shares applied for and the place and time (being not earlier than 7 and not later than 28 days after the date of the Acceptance Notice) at which the sale shall be completed.

14.6 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 if some only of the Sale Shares have been applied for the corresponding proportion of the Sale Price for all of the Sale Shares) shall be made to the directors as agents for the Vendor. If the Vendor fails 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, transfers of the Sale Shares or such of the Sale Shares as are applied for to the Transferees against payment of the Sale Price or the corresponding proportion of the Sale Price to the Company. On payment to the Company the Transferees shall be deemed to have obtained a good discharge for this payment. On execution and delivery of the transfers the Transferees shall be entitled to require their names to be 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. If the Sale Shares are transferred to the holder of the shares of the other class, they shall automatically be redesignated on registration of the transfer as shares of the other class unless all the issued shares of the Company would then be of only one class. The Company shall pay the price into a separate bank account in the Company's name and hold it in trust for the

Vendor after deducting 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.

14.7 If the offer for the Sale Shares at the Sale Price is accepted in part only within the Acceptance Period, the Vendor shall be at liberty during the period of 6 months following the expiry of the Acceptance Period to transfer all or any of the remaining Sale Shares to any person at a price not being less than a due proportion of the Sale Price. The directors may require to be satisfied that the Sale Shares not applied for are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance of any kind to the Purchaser and if not so satisfied may refuse to register the relevant instrument of transfer. A director who is or nominated by the Vendor shall not be entitled to vote at any board meeting at which or whose shareholding in the Company comprise a resolution to the sale is proposed.

14.8 If the offer of the Sale Shares at the Sale Price is not be accepted in whole or in part within the Acceptance Period the Vendor for a period of 6 months following the expiry of the Acceptance Period to transfer all or any of the Sale Shares to any person at a price not being less than the Sale Price. The directors may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance of any kind to the Purchaser. If not so satisfied the directors may refuse to register the relevant instrument of transfer. A director who is or is nominated by the Vendor shall not be entitled to vote at any board meeting at which a resolution considering such sale is proposed.

14.9 Upon transferring any of the Sale Shares to the

Transferee or to a third party in accordance with the provisions of this article the Vendor shall procure that all directors appointed by it to the board of the Company shall resign and pending registration of the transfer shall assist (if necessary) in procuring that directors nominated by the transferee are appointed in their place.

14.10 Notwithstanding the above, the directors may decline to register a transfer of any share on which the Company has a lien or to a person (not being an existing member) of whom they do not approve in the reasonable commercial interests of the Company.

14.11 The restrictions on transfer contained in this article shall not apply to:

14.11.1 a transfer approved in writing by all the members;

14.11.2 a transfer from a holder of 'A' Shares to another holder of 'A' Shares and a transfer from the holder of 'B' Shares to another holder of 'B' Shares;

14.11.3 a transfer by a corporate member ('the transferor company') to an associated company ('the transferee company') (that is to say a holding company or any other wholly-owned subsidiary of any holding company). If the transferor company and the transferee company cease to be a associated the transferee company shall be deemed to have given a Transfer Notice immediately prior to that event in respect of all shares transferred to it unless it re-transfers the shares to the transferor company;

14.11.4 a transfer by a corporate member to a company formed to acquire the whole or a substantial part of its undertaking and assets as part of a scheme

It must be proved to the reasonable satisfaction of the directors that the transfer bona fide falls within one of these exceptions.

14.12 For the purposes of this article the following shall be deemed to be a relevant event:

14.12.1 a direction (by way of renunciation nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that all shares or any of the shares be allotted or issued or transferred to some person other than himself;

14.12.2 a sale or other disposition of any beneficial interest in a share (whether or not for consideration) by a member otherwise than in accordance with the above provisions and whether or not made in writing;

14.12.3 a corporate member entering into liquidation (other than a members' voluntary liquidation for the purposes of reconstruction or amalgamation) or an administrative receiver or a receiver being appointed over any of its assets or an administration order being made against it;

14.12.4 the death or bankruptcy of a member or of a joint owner of any Shares.

The Transfer Notice shall be deemed to relate to all the shares held by the member referred to.

14.13 If a relevant event occurs in relation to a member, he shall be deemed to have given a Transfer Notice in respect of all shares of each class held by him or by any nominee for him immediately prior to the event.

14.14 Any Transfer Notice deemed to have been given under paragraphs 14.11.3 or 14.13 of this article shall be deemed to contain a provision binding on the Company that unless all the Sale Shares comprised in it are sold by the Company pursuant to this article none shall be sold. Paragraph 14.3 of this article shall not apply in so far as it entitles the Vendor to withdraw the Transfer Notice. Where a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him he shall not be entitled to withdraw it.

14.15 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 representatives of a deceased member or the liquidator of any corporate 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. If the 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. In case where no transfer is in question or if the information or evidence discloses that a Transfer Notice ought to be given in respect of any shares the directors shall be entitled within a reasonable time to require by notice in writing given to the registered holder that a Transfer Notice be given in respect of the shares concerned. A director who is or is nominated by the Vendor or the holder of the shares concerned shall not be entitled to vote at any board meeting at which a resolution considering the registration of a transfer or (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 require that a Transfer Notice be given at the expiration of the month and the provisions of this article shall take effect accordingly.

14.16 Subject to paragraph 14.15 of this article the directors shall register any transfer made pursuant to or permitted by this article, but shall refuse to register any other transfer.

General Meetings

15 The powers of consolidation, division, sub-division and cancellation of the share capital of the Company conferred by regulation 32(b), (c) and (d) of Table A shall be exercised by special resolution.

16 No business shall be transacted at any general meeting unless the requisite quorum is present. Two members present in person or by proxy (or, in the case of a member, by representative duly appointed in writing) shall be a quorum for all purposes, provided that so long as the issued share capital of the Company is divided into 'A' and 'B' Shares, one member is the holder of an 'A' Share and the other the holder of a 'B' Share. Where all the holders of a class have waived in writing the quorum requirement in relation to that class the waiver shall be effective for the meeting or particular business or otherwise as specified in the waiver.

17 If within half an hour from the time appointed for a general meeting a quorum is not present the meeting shall stand adjourned to the same day (or if that day is a holiday to the next following working day) in the next week but one and at the same time and place or to such other date time and place as the directors determine (not being more than 30 days nor less than 10 days after the date appointed for the general meeting unless agreed by the holders of not less than nine tenths in nominal value of the shares entitled to vote at the meeting) If the adjourned meeting a quorum of one 'A' shareholder and one 'B' shareholder is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

18 Where a meeting is adjourned under article 17 for 10 days or more, not less than 7 days' notice of the adjourned meeting

shall be given as in the case of an original meeting.

19 The 'A' Shares shall not confer the right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of a 'B' director (as defined in article 28).

20 The 'B' Shares shall not confer the right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of an 'A' director (as defined in article 26).

21 If at any meeting any holder of any 'A' Shares is not present in person or by proxy the votes exercisable on a poll in respect of the 'A' Shares held by members present in person or by proxy shall be pro tanto increased so that such 'A' Shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the 'A' Shares if all the holders thereof were present.

22 If at any meeting any holder of any 'B' Shares is not present in person or by proxy the votes exercisable on a poll in respect of the 'B' Shares held by members present in person by proxy shall be pro tanto increased so that such 'B' Shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the 'B' Shares if all the holders were present.

23 A resolution shall not be validly passed unless at least one holder of 'A' Shares and at least one holder of 'B' Shares shall vote in its favour.

Directors

24 Of the directors holding office at the date of adoption of these Articles Messrs Hepburn, Ronaldson and McClung shall be designated as 'A' directors and Messrs Williams, Hughes and Harrison as 'B' directors. Their appointment shall be treated

as having taken place under articles 26 and 28 respectively.

25 The directors shall unless otherwise determined by a special resolution of the Company be not more than six in number.

26 The holders of a majority of the 'A' Shares may from time to time appoint any person to be a director but so that not more than three persons shall at any one time hold office by virtue of an appointment by holders of 'A' Shares under this article. Each person holding office pursuant to this article is herein called an 'A' director.

27 Each 'A' director may at any time be removed from office by the holders of a majority of the 'A' Shares.

28 The holders of a majority of 'B' Shares may from time to time appoint any person to be a director but so that not more than three persons shall at any one time hold office by virtue of an appointment by the holders of 'B' Shares under this article. Each person holding office pursuant to this article is herein called a 'B' director.

29 Each 'B' director may at any time be removed from office by the holders of a majority of the 'B' Shares.

30 An appointment or removal shall be made in writing under the hands of the holders for the time being of the shares in whom the power of appointment or removal is vested, or their duly authorised agents and shall take effect on and from the date on which notice in writing thereof is lodged at the registered office of the Company or delivered to the secretary or to a meeting of the directors.

31 Regulation 82 of Table A shall be amended by the addition of the following:

The remuneration shall be divided amongst the directors in such proportions and manner as the directors

unanimously determine or in default of such determination equally, except that any director holding office for less than a year or other period for which remuneration is paid shall rank in such division in proportion to the fraction of such year or other period during which he has held office. Any director who, at the request of the directors, performs special services or goes or resides abroad for any purpose of the Company may receive such extra remuneration by way of salary, commission or participation in profits, or partly in one way and partly in another, as the directors may determine.

32 A director does not require any shareholding qualification, but is nevertheless be entitled to notice of and shall be entitled to attend and speak at any general meeting.

Powers and Duties of Directors

33 Subject to the provisions of the Act a director may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a director. A director may vote in respect of the contract or arrangement, where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company. He may also be counted in the quorum at any meeting at which the matter is considered.

Alternate directors

34 Any director (other than an alternate director) may appoint any person to be an alternate director and may remove from office an alternate director so appointed by him. When an alternate director is also a director or acts as an alternate director for more than one director, he shall have one vote for every director so represented by him (in addition to his own vote if he is himself a director). When acting he shall be considered as two directors for the purpose of making a quorum if the quorum exceeds two.

Disqualification of directors

35 Regulation 81 of Table A shall be amended by substituting for paragraphs (c) and (e):

(c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director; or

(e) he is otherwise duly removed from office.

A director shall not be required to vacate his office or be ineligible for re-election, and no person be ineligible for appointment as a director, by reason only of his attaining or having attained any particular age.

Proceedings of directors

36 Regulation 88 of Table A shall be amended by substituting for the sentence:

It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom

the following sentence:

Notice of every meeting of directors shall be given to each director including directors who are absent from the United Kingdom and have given the Company their addresses outside the United Kingdom.

37 Questions arising at any meeting of the directors or of any committee shall be decided by a majority of votes of the directors present. The chairman shall not have a second or casting vote and article 88 of Table A shall be modified accordingly, but:

(i) if at any meeting of the directors or of any committee

any 'A' director is not present in person or represented by an alternate director the votes of the 'A' director or 'A' directors present in person or represented by an alternate director shall be pro tanto increased so that such 'A' director or 'A' directors shall be entitled to cast the same aggregate number of votes as could be cast by the 'A' directors if they were all present;

- (ii) if at any meeting of the directors or of any committee any 'B' director is not present in person or represented by an alternate director the votes of the 'B' director or 'B' directors present in person or represented by an alternate director shall be pro tanto increased so that such 'B' director or 'B' directors shall be entitled to cast the same aggregate number of votes as could be cast by the 'B' directors if they were all present.

38 The quorum necessary for the transaction of business at any meeting of the directors or of any committee is two 'A' directors and two 'B' directors and Regulation 89 of Table A shall be amended accordingly.

39 The words 'of filling vacancies, or' shall be omitted from regulation 90 of Table A.

Capitalisation of Profits

40 The words 'special resolution' shall be substituted for the words 'ordinary resolution' in regulation 110 of Table A. On any occasion when shares are allotted and distributed credited as fully paid pursuant to the provisions of regulation 110 of Table A (as amended by this article) the shares allotted to holders of 'A' Shares shall be or be designated 'A' Shares and the shares allotted to holders of 'B' Shares shall be or be designated 'B' Shares.

Notices

41 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail. A notice communicated by immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly.

Indemnity

42 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director, secretary, auditor or other officer of the Company is entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office including, but without prejudice to the generality of the foregoing, any liability incurred by him (a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part or (b) in connection with any application in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company. The Company may purchase and maintain for any person to whom this article applies insurance against any liability in respect of which he is entitled to be indemnified.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER

Norton Rose Limited
Kempson House
P.O. Box 570
Camomile Street
London EC3A 7AN

Judith O'Keefe
(authorised signatory)

DATED this 13th January 1995

WITNESS to the above signature:

Francis Dickenson

Kempson House
P.O. Box 570
Camomile Street
London
EC3A 7AN

Trainee Solicitor