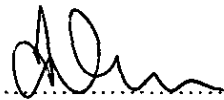


WRITTEN RESOLUTION
OF
ROCKWORTH CAPITAL PARTNERS LIMITED
(Registered Number SC243328)
(the "Company")

The following resolution was passed by the Company on ^{10th March} ~~February~~ 2004 pursuant to Section 381A of the Companies Act 1985 (as amended):-

THAT:-

- (a) each of the 1,000 Ordinary Shares of £1 in the present capital, both issued and unissued, be sub-divided into 10 shares of £0.10 each;
- (b) pursuant to Section 80 of the Companies Act 1985 the Directors of the Company be and are hereby authorised generally and unconditionally at any time or times during the period of five years from the date of this Resolution to allot relevant securities (as defined in sub-section (2) of the said Section 80) up to a maximum nominal amount of £999;
- (c) the Directors of the Company be and are hereby authorised pursuant to Section 95 of the Companies Act 1985 ("the Act") to allot equity securities (within the meaning of Section 94 of the Act) pursuant to the authority conferred by paragraph (b) above as if Section 89(1) of the Act did not apply to the allotment; and
- (d) the new Articles of Association presented to the Meeting and signed for the purposes of identification by the sole shareholder are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association.


.....
Company Secretary



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ROCKWORTH CAPITAL PARTNERS LIMITED

Adopted by Written Resolution on *10 March*
February 2004

CONSTITUTION

1. The Company is established as a private company within the meaning of Section 1(3) of the Companies Act 1985 in accordance with and subject to the provisions of the Companies Act 1985 (as amended by the Companies Act 1989) (hereinafter called "the Act") and of the Memorandum of Association of the Company and of the Regulations contained in Table A, in The Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and by The Companies Act 1985 (Electronic Communications) Order 2000 (hereinafter called "Table A") with the exception of Regulations 24, 40, 64, 73 to 81 (inclusive) and 118 of Table A, and of any other Regulations which are inconsistent with the additions and modifications hereinafter set forth.

SHARE CAPITAL

2. The share capital of the Company is £1,000 divided into 10,000 ordinary shares of £0.10 each.
- 3.1 For the purposes of Section 80 of the Act, the Directors are authorised generally and unconditionally to allot up to a maximum of £920 in nominal amount of relevant securities (as hereinafter defined) of the Company at any time or times from the date of incorporation of the Company until the date occurring five years after such date of incorporation. The aforesaid authority may be previously revoked or varied by the Company in general meeting and may be renewed by the Company in general meeting from time to time for a further period not exceeding five years. The Company may make any offer or agreement before the expiry of this authority which would or might require relevant securities to be allotted after

this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement. In this paragraph, references to the allotment of relevant securities shall be construed in accordance with Section 80 of the Act.

- 3.2 Save as may be provided by regulation 110 of Table A and subject to any contrary direction given by the Company in general meeting by special resolution all shares which are comprised in the authorised share capital of the Company from time to time which the directors propose to issue shall first be offered, at par or at a premium and upon such other terms and conditions as the directors may determine, to the members in proportion to the number of the existing shares held by them respectively and at the same price. Each such offer shall be made by notice specifying the total number and class of shares being offered to the members as a whole, the proportionate entitlement of the member to whom the offer is made and the price per share and shall require each member to state in writing within a period (not being less than fourteen days) specified in the notice whether he is willing to take any and, if so, what *maximum number of the said shares up to his proportionate entitlement*. An offer, if not accepted within the period specified as regards any shares, will be deemed to be declined as regards those shares. After the expiration of such period, those shares so deemed to be declined shall be offered in proportions as aforesaid to the members who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions shall not be issued. Any shares released from the provisions of this Article by any such special resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms and in such manner as they think fit. No share shall be issued at a discount or otherwise in breach of the provisions of these Articles or of the Act.
- 3.3 In accordance with Section 91 of the Act, Sections 89 (1) and 90 (1) to (6) inclusive of the Act shall be excluded from applying to the Company.
4. Without prejudice to the provisions of Regulation 5 of Table A, the Company shall be entitled to register trustees as such in respect of any shares held upon any trust.

SHARE CERTIFICATES

5. Regulation 6 of Table A is hereby modified by the adding after the words "Every certificate shall be sealed with the seal" where those words appear at the beginning of the second sentence thereof the following:-
- "or otherwise subscribed or executed by the Company in accordance with the provisions of the Act".

LIEN

6. In Regulation 8 of Table A the words "(not being a fully paid share)" shall be omitted and the words "and the Company shall also have a first and paramount lien on all shares standing registered in the name of a single person or in the name of any person jointly with another or others for all monies presently payable by him or any of them or his estate or their estates to the Company" shall be inserted after the words "in respect of that share".

FORFEITURE OF SHARES

7. Regulation 18 of Table A is hereby modified by adding at the end of the first sentence thereof the following:-
- "and all expenses that may have been incurred by the Company by reason of such non-payment."

TRANSFER OF SHARES

8. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, except in the case of a permitted transfer in accordance with Article 9 below, whether or not it is a fully paid share. Without prejudice to the foregoing generality, the Directors may not register any transfer of any share unless the transferee agrees in writing (for the avoidance of doubt, by entry into an Accession Agreement (as defined in the Shareholders' Agreement)) to become a party to the Shareholders' Agreement.

Permitted Transfers

- 9.1 Any member may at any time transfer shares to a Privileged Relation of such member or to trustees to be held upon a Family Trust resident in the United Kingdom.

Provided that if a Privileged Relation ceases to be a Privileged Relation of the transferor, or a Family Trust ceases to be a Family Trust in relation to the transferor, then the transferee shall

forthwith notify the Directors in writing that such event has occurred and be bound to transfer all Shares held by it to the original transferor or to another person to whom the original transferor is or would be permitted to transfer shares pursuant to this Article 9.

For the purposes of this Article:

- (i) the expression "Privileged Relation" in relation to a member shall mean the spouse or widow or widower of the member and the member's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the member's children; and
- (ii) the expression "Family Trust" shall in relation to any member, mean trusts (whether arising under a settlement inter vivos or a testamentary disposition by whomsoever made or under an intestacy) under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than the member concerned or a Privileged Relation of such member and no power of control over the voting power conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustee or trustees or the member concerned or a Privileged Relation of such member.

- 9.2 A transfer of shares may be made to any person with the prior written consent of the all the other members holding shares in the Company at the time when such consent is given.

10. Pre-emption Rights

- 10.1 Any member proposing to transfer any shares ("a Retiring Member") other than pursuant to Articles 9.1 and 9.2 above shall give to the Company notice in writing ("a Transfer Notice"). The Transfer Notice shall be deemed to appoint the Directors as the agent of the Retiring Member for the sale of shares specified in it ("the Sale Shares") at the price agreed by the Retiring Member and the Directors or, failing agreement with 28 days of the Transfer Notice being given or deemed to have been given, at the Market Value calculated in accordance with Article 10.2. The Transfer Notice may, at the election of the Retiring Member, also provide that unless all the Sale Shares are sold, none shall be sold ("a Total Transfer Condition").
- 10.2 The Market Value shall be the price certified by an independent firm of chartered accountants (acting as experts and not arbitrators) mutually chosen by the Retiring Member and the Directors or, failing agreement between the Retiring Member and the Directors within 42

days of the Transfer Notice being given or deemed to have been given, nominated on the application of either of them by the President for the time being of the Institute of Chartered Accountants of Scotland to be in their opinion the fair value of the Sale Share on a going concern basis as between a willing seller and a willing buyer ignoring any discount which may otherwise be appropriate because the Sale Shares constitute a minority interest in the Company, which shall as soon as possible after receipt forward a copy of it to the Retiring Member. The costs of obtaining the certificate shall be borne by the Company unless the Retiring Member shall revoke the Transfer Notice in which case the Retiring Member shall bear the cost.

- 10.3 Save in respect of any Transfer Notice deemed to be given pursuant to Article 12, the Retiring Member shall be entitled to revoke the Transfer Notice by giving notice in writing to the Directors within 7 days of the date on which the price is agreed or, if later, receipt by him of the accountant's certificate ("the Withdrawal Period"). If a Retiring Member revokes a Transfer Notice he may not subsequently transfer the Sale Shares (or any interest in them) otherwise than in accordance with these Articles.
- 10.4 Within 7 days after the expiry of the Withdrawal Period, the Directors shall offer the Sale Shares to each member (other than the Retiring Member) by notice in writing, giving details of the price of the Sale Shares and inviting him to state in writing within 28 days of receipt by him of this notice whether he is willing to purchase and, if so, what number of Sale Shares up to the number comprised in the Transfer Notice. After the expiry of this period the Directors shall allocate the Sale Shares to the members who have notified their willingness to purchase Sale Shares whether in their due proportions pro rata to their existing holdings of shares or otherwise in accordance with Article 10.5.
- 10.5 If any member wishes to purchase less than his proportionate entitlement of shares pursuant to Article 10.4, any such shares with each member does not purchase shall be offered to those other members who have expressed a willingness to purchase more than their proportionate entitlement pro rata to their holdings of such shares.
- 10.6 If after making the allocations pursuant to Articles 10.4 and 10.5 above, Sale Shares remain unallocated the Directors shall forthwith offer them to the Company or with the prior written consent of the members (excluding the Retiring Member) holding not less than 90% of the voting rights attaching to the issued share capital (excluding the Sale Shares) of the Company at the time when such consent is given to any person or persons selected by the Directors who

shall (subject, in the case of the Company, to due compliance with the Act) be entitled to purchase them at the agreed price at any time within 42 days from the date of this offer.

10.7 If the Sale Shares are subject to a Total Transfer Condition and the Company, selected persons and the members together do not offer to purchase all the Sale Shares or where there is no such condition but all the Sale Shares are not acquired in accordance with this Article 10, the Directors shall forthwith so inform the Retiring Member by notice in writing. The Retiring Member may retain the Sale Shares (or the balance thereof) or, at any time within 6 months following receipt of this notice, transfer the Sale Shares (or the balance thereof) to any person on a bona fide sale, at a price not being less than the price agreed or certified under this Article 10 and on terms not materially more favourable as to timing of payment than would apply to the existing members accepting Sale Shares in accordance with this Article 10 provided that:

- (a) the Directors may require to be satisfied that such Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the Transfer Notice without any deduction, rebate or allowance whatsoever to the purchaser, and if not so satisfied may refuse to register the instrument of transfer; and
- (b) if the Transfer Notice contained a Total Transfer Condition the Retiring Member shall not be entitled under this Article 10 to transfer any Sale Shares unless the whole of such Shares are transferred by him.

10.8 The Directors shall in writing notify the members (including the Retiring Member) of the allocations made pursuant to Articles 10.4-10.6 and the sale and purchase of the Sale Shares shall be completed within 14 days of receipt of this notice. If, after having become bound to transfer any Sale Shares to a transferee, a Retiring Member defaults in so doing (or is unable to) the Directors shall authorise some person to execute any necessary transfers in favour of the transferee, upon receipt of the purchase money (subject to due stamping) enter the name of the transferee in the register of members of the Company as the holder of the shares in question and hold the purchase money in trust for the Retiring Member. The receipt of the Company for the purchase money shall be a good discharge to the transferee, and the transferee shall not be bound to see to the application of it. After the name of the transferee has been entered in the register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

11. Limitation on Transfer of Control

11.1 No sale or transfer of any shares in the Company shall be made by any member which would result if made and registered in a person (whether or not a body corporate) and that person's Associates who was or were not a member or members on the date of adoption of these Articles obtaining a Controlling Interest (as hereinafter defined) in the Company without the previous written consent of all the other members holding shares in the Company at the time when such consent is given unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have made an offer (stipulated to be open for 28 days) to purchase all of the shares in the Company at the Specified Price (as hereinafter defined) and the member to whom the offer was made shall procure that such offer remains open for acceptance by all the other members for a period of 28 days from the date of the said offer.

11.2 For the purpose of this Article:

- (a) the expression "a Controlling Interest" shall mean an interest (within the meaning of Schedule 13 Part 1 and Section 324 of the Act) in shares in a company conferring in aggregate 50% or more of the total voting rights conferred by all the issued shares in that company;
- (b) the expressions "transfer" and transferee" shall include respectively the renunciation of a renounceable letter of allotment, the original allottee and the renouncee under any such letter of allotment;
- (c) the expression "the Specified Price" shall mean a price per share at least equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for any other shares in the Company plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for such other shares provided always that the Specified Price exceeds the Certified Price which would apply to the entire share capital of the Company at that time; and
- (d) the expression "Associate" shall mean:-

- (i) the husband, wife, mother, father, grandmother, grandfather, brother, sister, child (including adopted child and step child) or other lineal descendant of any relevant person;
- (ii) the trustees of any settlement set up by any relevant person or, of any settlement of which a relevant person is or is capable of being a beneficiary;
- (iii) any nominee of a relevant person;
- (iv) any subsidiary or holding company (as such expressions are defined in the Act) of any company or corporation which is for the time being a member of the Company and any other subsidiary of any such holding company;
- (v) any person with which any relevant person is connected, the question of whether such person is so connected falling to be determined for this purpose in accordance with the provisions of Section 839 of the Income and Corporation Taxes Act 1988; and
- (vi) any person with whom any relevant person is acting in concert (such expression to have the same definition and meaning as that ascribed thereto in the City Code on Take-overs and Mergers as for the time being current);

and in the event of disagreement the calculation of the Specified Price shall be the price certified by an independent firm of chartered accountants (acting as an expert and not an arbiter) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants of Scotland).

12. Come Along

- 12.1 If any one or more Shareholders holding at least 81% of the equity share capital of the Company (together "the Selling Shareholders") wish to transfer all their equity shares, the Selling Shareholders shall have the option ("the Come Along Option") to require all the other Shareholders to transfer all their shares to the third party purchaser or as the third party purchaser shall direct in accordance with this Article 12.

12.2 The Selling Shareholders may exercise the Come Along Option by giving notice to that effect ("a Come Along Notice") to all other Shareholders ("the Called Shareholders") at any time before the registration of the transfer of the shares held by the Selling Shareholders. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their shares ("the Called Shares") pursuant to Article 12.1 to the third party purchaser, the price at which the Called Shares are to be transferred (determined in accordance with Article 12.4) the proposed date of transfer (if known) and the identity of the third party purchaser. A Come Along Notice shall be deemed served upon the envelope containing it being sent by registered post and regulation 115 of Table A shall in the context of a Come Along Notice be amended accordingly and regulations 112 to 115 of Table A shall otherwise apply to the service of a Come Along Notice as if it were a notice to be given by the Company.

12.3 A Come Along Notice may be revoked at any time prior to completion of the sale of the Called Shares and any such revocation notice shall be served as in Article 12.2.

12.4 The Called Shareholders shall be obliged to sell the Called Shares at the price specified in the Come Along Notice which shall attribute an equal value to each ordinary share.

13. Deemed Transfer Notice and Compulsory Transfers

13.1 Whenever any Shareholder who is an employee or director of the Company ("an Employee Shareholder") ceases to be an employee or director of the Company or its subsidiaries or upon any Employee Shareholder becoming bankrupt a Transfer Notice shall be deemed to have been served upon such cessation or bankruptcy in respect of all shares held by the Employee Shareholder and all shares originally held by the Employee Shareholder but held by a Privileged Relation of his or the trustees of his Family Trust or any nominee of any such person at the time of such cessation. Any Transfer Notice deemed to be given under this Article 13, shall be deemed also:

- (a) to be irrevocable notwithstanding the terms of Article 10.3;
- (b) in the case of a death or bankruptcy to have been given immediately prior to such death or bankruptcy; and
- (c) not to include a Total Transfer Condition.

13.2 Where the cessation of employment or holding of office of director arises by reason of any of the following events:-

- (a) the Employee Shareholder leaving employment for reasons of ill-health or disability as certified to the Investors' reasonable satisfaction by an independent doctor; or
- (b) the death of the Employee Shareholder; or
- (c) the retirement of the Employee Shareholder at the normal retirement age of 60 years of age (or such other as is mutually agreed between the Company and the Employee Shareholder); or
- (d) unfair dismissal; or
- (e) wrongful dismissal; or
- (f) where the Employee Shareholder's contract of employment with the Company is terminated by the Company in circumstances where the Employee Shareholder is not in material breach of the terms thereof;

the sale price applying to the relevant shares ("the Leaver Price") shall be the greater of (i) £0.10 per share; and (ii) Market Value;

13.3 In the case of a Transfer Notice under this Article 13 being deemed to be served on cessation of employment or directorship in circumstances other than those specified in Article 13.2, the Leaver Price shall be the lower of the price paid by the Employee Shareholder for the shares the subject of the deemed Transfer Notice and the Market Value of such shares.

GENERAL MEETINGS

14.1. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. 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, one of whom must be Mr A Orrock and the other of whom must be Mr I Orrock. If and so long as the Company shall have a sole member, that member present in person or by proxy or by a duly authorised representative of a corporation, shall be a quorum.

- 14.2 If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor, two members holding Ordinary Shares representing or carrying the entitlement to not less than 51% of the votes capable of being cast at such a meeting shall constitute a quorum, failing which such adjourned General Meeting shall be dissolved.
15. Regulation 41 of Table A is hereby modified by the deletion of the words "or if during a meeting such a quorum ceases to be present."
16. A poll may be demanded at any general meeting by the Chairman or by any member present in person or by proxy or, in the case of a corporation, by a duly authorised representative, and entitled to vote. Regulation 46 of Table A shall be construed accordingly.
17. In the case of an equality of votes at a general meeting, whether on show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote.
18. No resolution not previously approved by the Directors shall be moved by any member other than a Director at a general meeting unless the member intending to move the same shall have left a copy thereof with his name and address at the Office of the Company three clear days prior to such meeting.
19. Notice of every general meeting shall be given to every member whether or not he shall have supplied to the Company an address within the United Kingdom for the giving of notices and Regulations 112 and 116 of Table A shall be construed accordingly.

DIRECTORS

20. Unless otherwise determined by ordinary resolution of the Company, the number of Directors (other than alternate Directors) shall not be less than one and there shall be no maximum number. If and so long as there is a sole Director, he may act alone in exercising all the powers and authorities vested in the Directors.

- 21 The Directors shall not be required to retire by rotation and regulations 73 to 80 (inclusive) of Table A shall not apply to the Company.
22. Subject to Articles 18 and 24, 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.
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, 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.
- 24.1 Notwithstanding any provision to the contrary in these Articles, Mr A Orrock and Mr I Orrock shall each be entitled (so long as he is the registered holder of any shares in the Company from time to time and is not himself a director of the Company) to appoint any one *person to be a director of the Company and to remove any director so appointed and to appoint another in his place.*
- 24.2 The appointment and removal of a director by Mr A Orrock shall, unless otherwise agreed between Mr A Orrock and the Company, be effected by a notice or notices in writing signed by Mr A Orrock and given to the Company at its registered office and shall take effect forthwith upon receipt.
25. The office of a Director shall be vacated:-
- (a) if he becomes apparently insolvent (or bankrupt in any other jurisdiction) or suspends payment or compounds with his creditors;
 - (b) if he becomes of unsound mind or a patient for the purpose of any statute relating to mental health or otherwise incapax;
 - (c) if (not being a Director holding executive office as such for a fixed term) by notice in writing to the Company he resigns his office;
 - (d) if he is prohibited by law from being a Director or ceases to be a Director by virtue of any provision of the Act or any statutory modification or re-enactment thereof;

- (e) if he is removed from office by notice in writing signed by all his co-Directors and served upon him;
 - (f) if he shall for more than six months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office be vacated.
- 26.1 The quorum necessary for the transaction of business of the Directors shall be two Directors, one of whom must be Mr A Orrock and the other of whom must be Mr I Orrock.
- 26.2 At any meeting of the Directors each Director (or his alternate Director) present at the meeting shall be entitled to one vote.
- 26.3 In the case of an equality of votes at any meeting of the Directors, the Chairman of such meeting shall not be entitled to a second or casting vote. Regulation 88 of Table A shall be modified accordingly.
27. If any Director necessarily performs or renders any special duties or services to the Company outside his ordinary duties as a Director the Directors may, if so authorised by an ordinary resolution of the Company, pay such Director special remuneration and such special remuneration may be by way of salary, commission, participation in profits or otherwise as may be arranged.
28. Regulation 94 of Table A is hereby modified by the insertion after the end of paragraph (d) thereof of the words "or unless he has disclosed to the Directors the nature and extent of any material interest or duty of his as aforesaid in accordance with the provisions of Section 317 of the Act".
29. A person appointed as an alternate director who is not a Director shall not require to be approved by resolution of the Directors and Regulation 65 of Table A shall be construed accordingly.
30. Any Director (including an alternate Director) or member of a committee of Directors may participate in a meeting of the Directors or of such committee by means of video-conferencing, conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other, and participation in a

meeting in this manner shall be deemed to constitute the presence of such Director (or alternate Director) or such member at such meeting.

THE SEAL

31. Regulation 101 of Table A shall have effect subject to the provisions of Section 36B of the Companies Act 1985.

INDEMNITY

32. Every Director or officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution or discharge 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 which the charge is found not proven or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to be incurred by the Company in the execution or discharge of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.
33. Without prejudice to the provisions of Article 32 the Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or Auditors of the Company, or of any other company which is its holding company or in which the Company or such holding company or any of the predecessors of the Company or of such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund; for the purposes of this Article "holding company" and "subsidiary undertaking" shall have the same meanings as in the Act.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

**ROCKWORTH CAPITAL
PARTNERS LIMITED**

**Incorporated in Scotland on the
Third day of February 2003**
