

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

A H G GROUP LIMITED

(Company No. 3068660)

WRITTEN RESOLUTION

OF

MEMBERS

We, being the holder of all the issued ordinary shares having the right to vote at any general meeting, hereby resolve (to the intent that the following resolution shall be as effectual as if passed as a special resolution at a general meeting duly convened and held) as follows:

SPECIAL RESOLUTION

That the regulations attached hereto be and the same are hereby adopted as the articles of association of the Company in substitution for and to the exclusion of all existing articles of association.

Dated: 10th March 1995

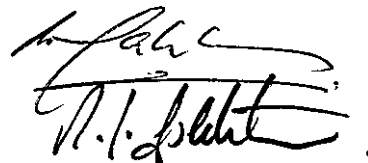
Name of Shareholder

M A Ashmole

M M Halmkin

R J Goldstone

Signature



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Dated: 10th Oct 1995

Name of Shareholder

M A Ashmole
M M Halmkin
R J Goldstone

Signature



THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

A H G GROUP LIMITED

(Adopted by special resolution passed *10th June* 1995)

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 ("Table A") shall apply to the Company. The Articles hereinafter contained and the regulations of Table A (subject to the modifications hereinafter expressed) shall constitute the Articles of Association of the Company.

2. In these Articles, the expression "the Act" means the Companies Act 1985, but any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision from time to time in force.

SHARE CAPITAL

3. The Share Capital of the Company at the date of the adoption of these Articles is £30,000 divided into 30,000 Ordinary Shares of £1 each.

SHARES

4. The Directors are generally and unconditionally authorised (subject always to the provisions of Article 5 and provided that no shares shall be issued at a discount) for the purposes of Section 80 of the Act, to exercise any power for 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 but unissued share capital of the Company at the date of such allotment, grant or conversion at any time or times during the period of five years from the date of 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 any 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 of the Company in general meeting.

5. All shares comprised within the authorised share capital with which the Company is incorporated from time to time unissued and any new shares from time to time to be created shall, before they are issued, first be offered to the members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in general meeting by special resolution otherwise directs. The offer shall be made by notice specifying the number of shares offered and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiry of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have within the said period accepted all the shares offered to them; such further offer shall be made in the 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, and 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; provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the members. The foregoing provisions of this Article 5 shall have effect subject to Section 80 of the Act. In accordance with Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) inclusive of the Act shall not apply to the Company.

6. The lien conferred by regulation 8 of Table A shall attach also to fully paid up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he may be the sole registered holder thereof or one of two or more joint holders, for all monies presently payable by him or his estate to the Company. Regulation 8 of Table A shall be modified accordingly.
7. Regulation 18 of Table A shall not apply to the Company. If a call remains unpaid after it has become due and payable, the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid, together with any interest which may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

CLASS RIGHTS

8. Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of not less than three fourths in nominal value of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of the shares of that class

but not otherwise. To every such separate meeting all the provisions of these Articles relating to General Meetings of the Company or to the proceedings thereat shall, mutatis mutandis, apply, except that the necessary quorum shall be two-persons at least holding or representing by proxy not less than one third in nominal amount of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present that Member who is present shall be a quorum) and that the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively.

TRANSFER OF SHARES

9. Any share may be transferred at any time:-
- (A) by a Member to any other Member;
 - (B) to a member of the family of a Member or deceased Member;
 - (C) to any person or persons acting as trustee or trustees of any trust created by a Member whether by deed or by will, or, upon any change of trustees of any such trust, to the new trustee or trustees PROVIDED THAT the only persons who are beneficially interested in such trust are the Member and members of his family and the voting rights conferred by such share are not exercisable by or subject to the consent of any person other than such trustee or trustees of the Member or members of his family;
 - (D) by the trustee or trustees of any such trust to any beneficiary thereunder being the Member or a member of his family;
 - (E) to the legal personal representatives of a deceased Member where, pursuant to his will or the laws of intestacy, the persons beneficially entitled to such share (whether immediately or contingently) are members

of the family of the deceased Member and by such personal representatives to such member or members of the family of such deceased Member;

(F) by any Member which is a body corporate to any other company which is the subsidiary or holding company (as defined by Section 736 of the Companies Act 1985) of such Member or to any other subsidiaries of such holding company;

(G) to any executive director or full time employee of the Company within the meaning contained in Schedule 9 Income & Corporation Taxes Act 1988.

Any share held in the names of the trustees may be transferred into the names of new or additional trustees on any change of trustees.

10. Subject to the provisions of Article 9, if any Member wishes to transfer a share, he (the "Retiring Member") shall give notice in writing to the Company (A "Sale Notice"), and the Company shall be constituted his agent for the purpose of such sale. The Sale Notice may also indicate that the Retiring Member is prepared to sell all, and not some only of, the shares comprised in the Sale Notice. The Sale Notice may include several shares and in such case shall (unless otherwise stated in the Sale Notice) operate as if it were a separate notice in respect of each such share (save that the operation of a Sale Notice as a separate notice in respect of each share comprised therein shall not prejudice any indication in the Sale Notice that the Retiring Member is prepared to sell all, and not some only of, the shares comprised in the Sale Notice, and in the case of any such indication shall not oblige the Retiring Member to sell some but not all of the shares comprised in the Sale Notice).

11. The price at which each share the subject of a Sale Notice shall be sold (the "Fair Value") shall be such sum as may be nominated by the Retiring Member in the Sale Notice and agreed to by the Directors or (in the event of no such nomination

or of disagreement) such value as may be certified in writing by the auditors for the time being of the Company, upon the application of the Retiring Member or the Directors, to be the price which in their opinion a willing buyer would offer to a willing seller for the share(s) comprised in the Sale Notice on the open market. In so certifying, the auditors shall be considered to be acting as experts and not as arbitrators, and accordingly the Arbitration Acts, 1950 to 1979 shall not apply. The auditors' fees in respect thereof shall be borne by the Company.

12. In the event of an auditors' certificate being issued as to the Fair Value, the Company shall give notice in writing to the Retiring Member of the sum so certified, and within a period of seven days after service of such notice the Retiring Member may by further notice in writing to the Company revoke the Sale Notice as to the whole of the shares comprised therein. After the expiry of such period of seven days, a Sale Notice shall not be revocable except with the sanction of the Directors.
13. Upon the Fair Value being fixed as aforesaid (whether by nomination and agreement or by auditors' certificate), and provided the Retiring Member has not revoked the Sale Notice, the Company shall forthwith by notice in writing inform each existing Member (other than the Retiring Member) holding shares of the same class as the share or shares comprised in the Sale Notice of the number and the Fair Value of the said share or shares and invite each such Member to state in writing to the Company within such time as may be specified in the notice (being not less than fifteen nor more than thirty-five days) whether he is willing to purchase any and, if so, what number (being the maximum number) of the shares so offered.
14. If the said Members within the period so specified apply for all or (except when the Sale Notice provides otherwise) any of the said shares, the Directors shall allocate the said shares (or as many of them as may be applied for as aforesaid) to or amongst the applicants and, in case of competition, pro rata (as nearly as possible) in proportion to their existing holdings of shares; provided that no

applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid.

15. If the Company within the period of sixty days after the date of the Sale Notice or the date of auditors' certificate, if any, as to the Fair Value (whichever may be the later) delivers to the Retiring Member a transfer or transfers of the share or shares comprised therein, the Retiring Member shall be bound upon payment of the Fair Value to deliver the transfer or transfers of the share or shares duly signed to the person or persons named therein as the transferee or transferees (the "Purchasing Member") together with the definitive certificate for the same; provided that, if the Sale Notice indicated that the Retiring Member is prepared to sell all, but not some only of, the shares comprised in the Sale Notice, the Retiring Member shall not be bound to deliver the transfer of any share comprised in the Sale Notice until payment of the full value for all such shares.

16. In the case of the Retiring Member, after becoming bound as aforesaid, making default in transferring the share or shares in question within fourteen days of the delivery of the transfer, the Company may receive the purchase money, and the Retiring Member shall be deemed to have appointed any one Director or the Secretary as his attorney and agent to sign a transfer or transfers of the share or shares to the Purchasing Member, and upon the signing of such transfer or transfers the Company shall 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 Purchasing Member, and, after his name has been entered in the Register of Members in purported exercise of this aforesaid power, the validity of the proceedings shall not be questioned by any person; provided that, if the Sale Notice indicates that the Retiring Member is prepared to sell all, but not some only of, the shares comprised in the Sale Notice, neither the Company nor any Director nor the Secretary shall be entitled to sign a transfer or transfers and give a good discharge as aforesaid unless and until all the purchase monies for all the relevant shares required to be sold have been received by the Company and/or the Retiring Member.

17. If within the time limit set under Article 15 the Company does not deliver to the Retiring Member a transfer or transfers of the share or shares comprised therein, or if through no default of the Retiring Member such transfer is not duly completed within the period of twenty one days following delivery of the transfer by the Company to the Retiring Member, the Retiring Member may at any time within three calendar months of the expiry of the time limit set under Article 16, but subject to Article 21 sell and transfer such share or shares (or so many of them in respect of which no such transfer has been so delivered or in respect of which any such transfer has, through no default of the Retiring Member, not been duly completed within such period of twenty one days as aforesaid) to any person at a price paid not to be less than the Fair Value; provided that, if the Sale Notice indicates that the Retiring Member is prepared to sell all, but not some only of, the shares comprised therein, the Retiring Member shall be entitled under this Article 17 to transfer all, but not some only, of such shares. Before approving any transfer, the Directors may require the Retiring Member and the transferee respectively to make declarations pursuant to the Statutory Declarations Act 1835 that the consideration paid by the transferee for the transfer of the shares is not subject to any deduction or rebate. If the Retiring Member cannot find a buyer at the Fair Value, he may give a new Sale Notice.
18. Any person (other than a person specified in Article 9) entitled to a share in consequence of the death or bankruptcy of a Member shall be bound at any time if and when required in writing by either the holders of the majority in nominal value of the Preferred Ordinary Shares or of the Ordinary Shares so to do, to give a Transfer Notice in respect of all the shares then registered in the name of the deceased or bankrupt Member.
19. Notwithstanding the foregoing provisions of these Articles any Member who is a Director or employee of the Company or any of its subsidiaries and any Member whose interest in any shares derives directly or indirectly from a Director or employee of the Company or any of its subsidiaries shall, upon such Director or employee ceasing to hold office as a Director of or to be employed by the

Company or any of its subsidiaries and if required by the holders of a majority in nominal value of the Ordinary Shares, give a Transfer Notice in respect of all the shares then registered in his or their respective names and notwithstanding anything to the contrary contained in this Article, the Fair Value in respect of such shares shall (in the event that such person so ceases to be a Director or employee otherwise than as a result of death, normal retirement or ill health) be that value certified by the auditors in accordance with Article 11.

20. In any case where, pursuant to the foregoing Articles, a Transfer Notice shall be required to be given in respect of any share(s) and such Transfer Notice is not duly given within a period of 14 days, such Transfer Notice shall be deemed to have been given at the expiration of the said period.

21. Regulation 24 of Table A shall not apply to the Company. No share shall be transferred into the name of any person who is for the time being a minor, and, save for any transfer made in compliance with Articles 9 to 18 inclusive, the Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share whether or not a fully paid share. They may also refuse to register a transfer unless:

21.1 It is lodged at the office or at such other place as the Directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; and

21.2 It is in respect of only one class of shares; and

21.3 It is in favour of not more than four transferees.

The provisions of this Article 21 shall apply to transfers, renunciations and nominations of shares and/or of the right to subscribe for shares in like manner as they apply to transfers of shares.

22. In Article 19 the expression "member of the family of a Member" means the husband, wife, widow, widower, child and remoter issue (including a child by adoption) of a Member.
23. Any direction (by way of renunciation, nomination or otherwise) by a Member entitled to an allotment of shares to the effect that such shares or any of them be allotted or issued to some person other than that Member, and any sale or other disposition for consideration or otherwise, by whomsoever made and whether effected by an instrument in writing or not, of a beneficial interest in a share shall for the purposes of these Articles be deemed to be a transfer, and the Directors shall accordingly have the same rights to decline to register such person as the holder thereof as they have in respect of a transferee under a transfer of shares.

VOTING AND GENERAL MEETINGS

24. Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every Member who (being an individual) is present in person or (being a corporation) is present by representative or proxy (not being himself a Member) shall (except as hereinafter provided) have one vote, and on a poll every Member who is present in person or by proxy or (being a corporation) is present by a representative shall (except as hereinafter provided) have one vote for every £1 in nominal value of the shares in the capital of the Company of which he is the holder.
25. Every notice convening a general meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any Member is entitled to receive shall be sent to the Directors and to the auditors for the time being of the Company.
26. Any form of proxy given by or on behalf of a corporation, whether or not a company within the meaning of the Act, need not be given under seal but may be

signed by any duly authorised representative.

27. Regulation 41 of Table A shall not apply to the Company. 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, such adjourned general meeting shall be dissolved.

DIRECTORS

28. A Director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any general meeting.

29. Regulations 65 to 69 of Table A shall not apply to the Company, and the following provisions of this Article 29 shall apply in relation to alternate directors:

29.1 Any Director (other than an alternate director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him. Every appointment and removal of an alternate director shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Directors agree otherwise) take effect only upon receipt of such written appointment or removal at the registered office of the Company.

29.2 An alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part, if any, of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

- 29.3 An alternate director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence and to receive notice of all general meetings, but it shall not be necessary to give notice of any such meeting to an alternate director who is at the relevant time absent from the United Kingdom.
- 29.4 An alternate director shall cease to be an alternate director if his appointor ceases to be a Director. The appointment of an alternate director shall automatically determine on the happening of any event which, if he were a Director, would cause him to vacate such office.
- 29.5 A Director, or any such other person as is mentioned in Article 29.1, may act as an alternate director to represent more than one Director, and an alternate director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote, if he is a Director, as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.
- 29.6 Save as otherwise provided in these Articles, an alternate director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults, and he shall not be deemed to be the agent of the Director appointing him.
30. Without prejudice to Regulations 83 and 84 and otherwise in Table A, the Directors may grant special remuneration to any member of the board who, being called upon, is willing to render any special or extra services to the Company or

to go or reside abroad in connection with the conduct of any of the affairs of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director and may be made payable by a lump sum or by way of salary, commission or a percentage of profits or by any or all of those methods.

31. Regulations 73 to 80 inclusive of Table A shall not apply to the Company, and the Directors shall not be required to retire by rotation.
32. Regulations 94 to 97 inclusive of Table A shall not apply to the Company. A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and, if he votes on any such resolution, his vote shall be counted; and, in relation to any such resolution, he shall (whether or not he votes on the same) be taken into account in calculating the quorum present at the meeting.
33. In addition to and without prejudice to the provisions of these Articles, the Directors (notwithstanding that all or any of them may be personally interested) may exercise all the powers (express or implied) of the Company howsoever relating to the establishment and maintenance and/or modification and/or discontinuance and/or winding up of pension, life insurance and/or superannuation schemes, policies and arrangements and of subscription and/or guarantee of money for charitable, political and/or benevolent purposes.

BORROWING POWERS

34. The Directors may exercise all the powers (express or implied) of the Company to borrow money and, subject, in the case of any security convertible into shares, to Section 80 of the Act, to mortgage or charge its undertaking, property and uncalled capital or any part thereof 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.

APPOINTMENT AND RETIREMENT OF DIRECTORS

35. The Company may by ordinary resolution in general meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
36. 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 determined in accordance with regulation 64 of Table A as the maximum number of Directors for the time being in force.
37. Every Director shall hold office until his office is vacated pursuant to these Articles and/or to the Act and/or any other relevant legislation.
38. Any person may be appointed or elected as a Director, whatever his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

NOTICES

39. A notice may be given to the Company or to any officer of the Company by leaving the same at or by sending it by post in a prepaid envelope to the registered office of the Company.

WINDING UP

40. Regulation 117 of Table A shall not apply to the Company. If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the

members in specie the whole or any part of the assets of the Company and may for that purpose value any assets and with like sanction determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may with the like sanction vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Members as he with the like sanction determines, but no Member shall be compelled to accept any assets upon which there is a liability.

INDEMNITY

41. Regulation 118 of Table A shall not apply to the Company. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all costs charges and expenses losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto (including without limitation any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court), and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto, but this Article shall have effect only insofar as its provisions are not avoided by Section 310 of the Act.