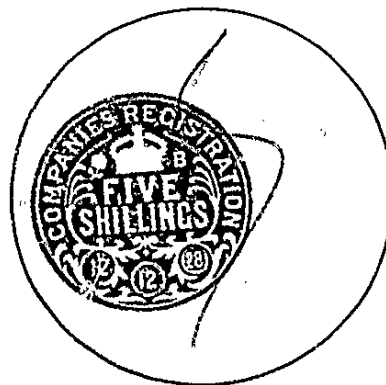


COMPANIES ACTS, 1908 to 1917.



A 5/-
Companies'
Registration
Fee Stamp
to be
impressed
hereo.

DECLARATION of Compliance with the requirements of the Companies

Act, made pursuant to S. 17 (2) of the Companies (Consolidation)

Act, 1908 (8 Edw. 7 Ch. 69) on behalf of a Company proposed to be

registered as Wallwin Trust



Limited.

PUBLISHED AND SOLD BY

WATERLOW & SONS LIMITED,

LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS.

85 & 86 LONDON WALL, E.C. 2, 25 BIRCHIN LANE, E.C. 3, 49 PARLIAMENT STREET, S.W. 1,
LONDON; AND TEMPLE ROW, BIRMINGHAM.

Presented for filing by

Gilbert Samuel & Co.

5 & 6, Great Winchester Street.

I Walter Louis D'Arcy Hart
of 57.6. Great Winchester Street in
the City of London

(a) Here insert:
"A Solicitor of the
"High Court engaged
"in the formation,"
or
"A director [or
"Secretary] named in
"the Articles of
"Association."

Do solemnly and sincerely declare that I am ^(a) a Solicitor
of the High Court engaged in the
formation

of Wallwin Trust

Limited, and That all the requirements of the Companies (Consolidation)
Act, 1908, in respect of matters precedent to the registration of the said
Company and incidental thereto have been complied with. And I make
this solemn Declaration conscientiously believing the same to be true and
by virtue of the provisions of the "Statutory Declarations Act, 1835."

Declared at 374 Great Winchester
Street in the City of
London
the 11th day of December
one thousand nine hundred and twenty-eight

Before me,

Jay M. Ashby

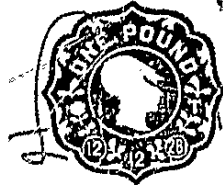
A Commissioner for Oaths.

W D'Arcy Hart

(No. 834)

[O.A. 307
24-10-28]

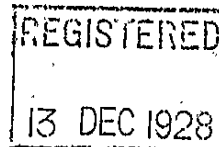
No. of Certificate 235578



Wallwin Trust

LIMITED.

STATEMENT of the Nominal Capital made pursuant to s. 112 of the Stamp Act, 1891, as amended by s. 39, Finance Act, 1920. (NOTE.—The Stamp Duty on the Nominal Capital is Twenty Shillings for every £100 or fraction of £100.)



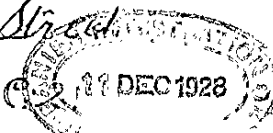
This Statement is to be filed with the Memorandum of Association or other Document, when the Company is registered.

PUBLISHED AND SOLD BY
WATERLOW & SONS LIMITED,
LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,
85 & 86 LONDON WALL, E.C. 2, 25 BIRCHIN LANE, E.C. 3, 49 PARLIAMENT STREET, S.W. 1,
LONDON; AND TEMPLE ROW, BIRMINGHAM.

Presented for filing by Gilbert Samuel & Co

54.6. Great Winchester Street

London, E.C. 2



The NOMINAL CAPITAL of Wallwin Trust

Limited

is £ 100 divided into 100 shares of £ 1 each

Signature Gilbert Samuel & Co.

Description Solicitors to the Company

Date 10th day of December 1928

This Statement should be signed by an Officer of the Company.

235578
J

THE COMPANIES ACTS, 1908 TO 1917.

COMPANY LIMITED BY SHARES.

insured

Memorandum of Association
OF
WALLWIN TRUST LIMITED.

REGISTERED
13 DEC 1928

1. The name of the Company is "WALLWIN TRUST LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:—
 - (A) To act as Trustees and to administer Trusts of all kinds.
 - (B) To carry on business as bankers, capitalists, financiers, promoters of companies, concessionaires, merchants and contractors of public and other works, and to undertake and carry on and execute all kinds of financial, commercial, trading, manufacturing and other operations.
 - (C) To advance, deposit, or lend money, securities and property to or with such persons and on such terms as may seem expedient, to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable or transferable securities or documents.
 - (D) To guarantee or become liable for the payment of money or for the performance of any obligations and generally to transact all kinds of guarantee and indemnity business, also to transact all kinds of trust and agency business.

- (e) To subscribe for conditionally or unconditionally, to underwrite, issue on commission, or otherwise, take, hold, deal in and convert stocks, shares and securities of all kinds, and to enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession or co-operation with any person, partnership or company, and to promote and aid in promoting, constitute, form or organise companies, syndicates or partnerships of all kinds for the purpose of acquiring and undertaking any property and liabilities of this Company, or of advancing, directly or indirectly, the objects thereof, or for any other purpose which this Company may think expedient.
- (f) To buy, sell, manufacture, repair, alter and exchange, let on hire, export and deal in all kinds of articles and things.
- (g) To carry on any other trade or business whatsoever which can, in the opinion of the Directors, be advantageously carried on by the Company in connection with or auxiliary to the general business of the Company, or which may be calculated, directly or indirectly, to enhance the value of or render profitable any of the Company's property and rights.
- (h) To purchase, take on lease or licence or otherwise acquire, in the name of the Company, or in the name or names of any other person or persons or otherwise, any real or personal property and any rights or privileges which the Company may consider useful for any of its objects or purposes.
- (i) To purchase, hire or otherwise acquire such appliances, implements and stock-in-trade as may from time to time be considered necessary or advisable for the purpose of carrying on any business of the Company and to construct, maintain and from time to time to repair, enlarge, pull down, renew and alter all such temporary or permanent buildings and other works, as may from time to time be considered necessary or desirable for the purpose of the business of the Company.

(j) To apply for, purchase, or otherwise acquire or obtain an interest in any other invention, secret process, copyright, or method, whether protected or not, or any letters patent, patent rights, brevets d'invention, monopolies, or other similar rights or privileges, trade marks, licences, concessions, and the like, in any part or parts of the world, conferring any exclusive or non-exclusive or limited right to use any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company, and to sell, use, exercise, develop or grant licences in respect of, or otherwise turn to account the property and rights so acquired.

(k) To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account, let on royalty, share of profits, or otherwise, grant licences, easements, options, and other rights in respect of and over, or otherwise deal with all or any part of the property and rights of the Company.

(l) To establish, or promote, or concur, or assist in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of, or shall be in any manner calculated to advance directly or indirectly the objects or interests of the Company, and to acquire and hold shares, stock, or securities of, and guarantee the payment of dividends, interest, or principal on shares or obligations of any such company.

(m) To purchase or otherwise acquire, and undertake all or any part of the business, property, and liabilities of any person or company carrying on or in the case of a company formed to carry on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of the Company, and as the consideration for the same to pay cash or to issue any fully or partly paid shares, stocks, or obligations of this Company and in connection with any such transaction to undertake any liabilities relating to the business or property acquired.

- (N) To enter into partnership or any joint-purse arrangement, or any arrangement for sharing profits, union of interests, joint adventure, or co-operation with, or agency for any company, firm, or person carrying on or engaged in, or proposing to carry on or engage in, any business or transaction within the objects of the Company, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to purchase, subscribe for or otherwise acquire and hold fully or partly paid up shares in or stock in or securities of, or to lend money to or guarantee the contracts of or subsidise or otherwise assist any such company, firm or person and to sell, reissue, with or without guarantee, or otherwise deal with such shares, stock or securities.
- (O) To sell, exchange, let, develop or deal with or dispose of the undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares (either fully or partly paid), debentures, debenture stock, or securities of any other company having objects altogether or in part similar to those of this Company.
- (P) To buy, subscribe for, conditionally or unconditionally, or otherwise acquire, underwrite, issue, place, or sell, or otherwise deal in stocks, shares, bonds, debentures, and securities of all kinds, and to give any guarantee or security in relation thereto, or otherwise in connection with any stocks, shares, bonds, debentures or securities.
- (Q) To borrow or raise money for the purpose of the Company's business, and to mortgage and charge the undertaking and all or any of the real and personal property, present and future, and all or any of the uncalled Capital for the time being of the Company; to issue debentures, mortgage debentures and debenture stock, payable to bearer or otherwise, and either permanent, or redeemable, or repayable.
- (R) To draw, accept, endorse, discount, execute and issue bills of exchange, promissory notes, debentures, bills of lading, and other negotiable or transferable instruments or securities.

joint-purse arrangements for profits, union of operation with, or person carrying on or engage in, the objects of the transaction capable of indirectly to benefit subscribe for or otherwise paid up shares in or lend money to or subsidise or otherwise person and to sell, or otherwise deal

deal with or dispose of any part thereof, any may think fit, fully or partly paid), securities of any other or in part similar to

or unconditionally, issue, place, or sell, or bonds, debentures, and any guarantee or otherwise in connection debentures or securities.

purpose of the Company and charge the under- and personal property, of the uncalled Capital; to issue debentures, or stock, payable to permanent, or redeem-

nt, execute and issue es, debentures, bills of transferable instruments

- (s) To invest money at interest on the security of land of any tenure, buildings, farming stock, stocks, shares, certificates, merchandise and any other property wherever situate, and generally to lend and advance money to any persons or companies, without security, or upon such securities and terms and subject to such conditions as may seem expedient.
- (r) Generally to purchase, take on lease, or on option, or in exchange, hire or otherwise acquire any real or personal property and any easements, rights or privileges which the Company think necessary or convenient for the purposes of the Company, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.
- (u) To distribute among the Members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, and either by way of dividend or upon any return of capital or otherwise, and for such purpose to distinguish and separate capital from profits but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (v) To pay the costs, charges, and expenses preliminary and incidental to the formation, establishment, and registration of the Company, and to remunerate any parties, whether standing in a fiduciary position towards the Company or not, for services rendered or to be rendered in procuring or assisting to procure persons to become Members of the Company, or in placing or assisting to place, any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.
- (w) To enter into any arrangements with any government or authorities, supreme, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.

- (x) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences (except associations or institutions formed for the purpose of life insurance), calculated to benefit any of the employees or ex-employees of the Company, or any of the dependents or connections of any such persons, and to grant to any such persons, dependents or connections pensions and allowances, and generally to subscribe or guarantee money to or for charitable or benevolent objects, or to or for any exhibition, or to or for any public, general or useful object.
- (y) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings, applications or movements which may seem calculated directly or indirectly to prejudice the Company's interests.
- (z) To do all or any of the above things in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- (z') To transfer to, or otherwise cause to be vested in any company or person or persons, all or any of the lands and properties of the Company, to be held in trust for the Company, or on such trusts for working, developing or disposing of the same as may be considered expedient.
- (z'') To do all such other things and to enter into and carry out such contracts and arrangements as may be deemed necessary and desirable to enable the Company to carry on its business and for the general conduct and management of its affairs, and to do all such things as are incidental or conducive to the attainment of the above objects or any of them, whether at home or abroad; provided that nothing herein contained shall empower the Company to carry on the business of assurance, or to grant annuities within the meaning of the Assurance Companies Act, 1909, as extended by the Industrial Assurance Act, 1923, or to reinsure any risks under any class of assurance business to which those Acts apply;

the establishment
funds, trusts
ns or institutions
nce), calculated to
-employees of the
or connections of
any such persons,
and allowances, and
money to or for
to or for any ex-
al or useful object.

Act of Parliament
any of its objects
modification of the
ther purpose which
e any proceedings,
ay seem calculated
Company's interests.

in any part of the
agents, contractors,
gh trustees, agents
in conjunction with

to be vested in any
or any of the lands
be held in trust for
working, developing
considered expedient.

enter into and carry
as may be deemed
e Company to carry
duct and manage-
h things as are in-
ment of the above
e home or abroad;
ned shall empower
s of assurance, or to
g of the Assurance
by the Industrial
any risks under any
n those Acts apply;

and the intention is that the objects specified in each of the paragraphs in this clause shall, unless otherwise therein provided, be regarded as independent objects, and shall be in nowise limited or restricted by reference to or inference from the terms of any other paragraph, or the name of the Company.

And it is hereby declared that the word "Company" in this clause when not applied to this Company shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether existing or hereafter to be formed.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £100, divided into 100 Shares of £1 each, with power to increase and with power to divide the original or any new Capital into shares of different classes which may from time to time be issued or held with any preferences, or priorities or special or qualified or restricted rights in the payment of dividends or in the distribution of assets or otherwise as compared with other shares, whether Preference, Ordinary or Deferred, and whether then already issued or not, or as shares ranking equally with any other such shares or as Deferred Shares or with a special right of or restriction, whether absolute or partial against voting and to vary the regulations of the Company from time to time so far as necessary to give effect to any such preference or priority or special qualified or restricted right as well as in any other particulars and upon the sub-division of a share to apportion the right to participate in profits or in the distribution of assets or the right to vote in any manner as between the shares resulting from any such sub-division and to give to any one or more of such shares any preference, priorities or advantages with regard to dividends in the distribution of assets as to rights of voting or in any other respect over the other or others of such shares. Provided always that the rights for the time being attached to any shares having preferential, deferred, qualified or special rights, privileges or conditions attached thereto may be altered, abrogated or dealt with in accordance with Clause 4 of the Table marked "A" in the First Schedule to the Companies (Consolidation) Act, 1908, as modified by the Articles of Association registered herewith but not otherwise.

WE, the several persons whose names and addresses are hereunto subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite to our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<i>E.R. Gillingham,</i> <i>22, Ossian Road,</i> <i>Stroud Green, N.A.</i> <i>Solicitors' Clerk</i>	<i>One</i>
<i>Robert W. Andrews</i> <i>102, Offord Road,</i> <i>Barnsbury, N.1.</i> <i>Solicitors' Clerk</i>	<i>One</i>
<i>J. Bowling</i> <i>12, Upsdell Avenue, N.13.</i> <i>Solicitors' Clerk</i>	<i>One</i>

Dated this 10th day of December, 1928.

Witness to the above Signatures:—

W.D. A. Hart
5, 6 Great Wicfe St
London EC2
Solicitor

235578/4



THE COMPANIES ACTS, 1908 to 1917.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

WALLWIN TRUST LIMITED.

REGISTERED

13 DEC 1928

PRELIMINARY.

1. Subject as hereinafter provided, the regulations contained in the Table marked "A" in the First Schedule of the Companies (Consolidation) Act, 1908 (hereinafter called Table "A") shall apply to this Company.

2. The following clauses of Table "A" shall not apply to this Company, namely, Clauses 2, 5, 19, 20, 31 to 40 inclusive, 68, 70, 73, 76, 77, 78, 84, 85, 111 and 114, and in lieu thereof the Articles hereinafter contained shall be applicable.

3. The Company shall be a Private Company within the meaning of the Companies Acts, 1908 and 1913 and accordingly:—

(A) The number of the Members for the time being of the Company (exclusive of persons who are in the employment of the Company, and of persons who having been formerly in the employment of the Company were while in such employment, and have continued after the determination of such employment to be Members of the Company) shall not exceed fifty, but so that for the purposes of this article two or more joint holders of one or more shares in the Company shall be treated as a single Member.

(B) No invitation shall be made to the public to subscribe for any shares, debentures, or debenture stock of the Company.

esses are hereunto
into a Company,
sociation, and we
ares in the Capital
e names.

RS.	Number of Shares taken by each Subscriber.
	One
	One
1/3	One

1928.

4 St

EC2

64

2

- (c) The right to transfer the shares of the Company shall be restricted in manner provided in these Articles.
- (d) The Company shall not issue any share warrants to bearer.

SHARES.

4. The original Capital of the Company is £100 divided into 100 shares of £1 each.

5. The shares shall be subject to the control of the Directors who may issue and allot the same to such persons on such terms and conditions as to payment by way of deposit, instalment or calls, or as to the amount or time of payment of calls, and at such times as the Directors may think fit. In particular the Directors may for valuable consideration grant to any person, including one of themselves, any call or right of pre-emption in respect of any option to take shares of the Company at a price not less than par, such call, right or option to be for such period and subject to such terms as the Directors may think fit.

6. The Company may pay to any person in consideration of his subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, whether absolutely or conditionally, for any shares, debentures or debenture stock in the Company, such commission as the Directors may from time to time determine, but so that the commission payable in respect of shares (if paid out of Capital moneys or satisfied by means of shares of the Company) shall not exceed the rate of twenty per cent. of the nominal amount of the shares in each case subscribed or to be subscribed and unless the rate per cent. paid, or agreed to be paid, shall be disclosed in the statement required by Section 89 of the Companies (Consolidation) Act, 1908, and in any circular or notice (not being a prospectus) inviting subscriptions for such shares. Such commission may be satisfied by the allotment of fully or partly paid shares. The total amount of the sums paid by way of commission in respect of any shares, debentures or debenture stock, or allowed by way of discount in respect of any debentures or debenture stock, or so much thereof as shall not have been written off, shall be stated in every balance sheet of the Company until the whole amount thereof has been written off.

7. In Clause 3 of Table "A" the word "Extraordinary" shall be substituted for the word "special."

8. If by the conditions of the allotment of any share the whole or part of the amount or the price of issue thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who for the time being shall be the registered holder of the share, but this provision shall not affect the liability of any allottee who may have agreed to pay the same.

9. In Clause 4 of Table "A" the words "abrogated or dealt with" shall be added after the words "varied" and the words "of the nominal amount" shall be inserted immediately after the words "three fourths" and after the words "one third" therein appearing.

10. The creation or issue of further shares ranking *pari passu* with the existing shares of any class shall not unless otherwise expressly provided by the conditions of issue of shares of that class be deemed to constitute a variation of the rights attached to the shares of that class.

11. The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and consequently shall not be bound by or compelled to recognise even when having notice thereof any trust, charge, incumbrance, lien, or other claim to or interest in such share on the part of any person other than an absolute right thereto in the registered holder thereof for the time being and such rights upon transmission as are mentioned in the Articles of Association of the Company.

LIEN.

12. In Clause 9 of Table "A" the words "(not being a fully paid share)" and "(other than fully paid shares)" shall be deleted. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) upon such shares.

CALLS ON SHARES.

13. In Clause 12 of Table "A" the words "(subject to any terms upon which any shares shall have been issued)" shall be

inserted immediately after the words "from time to time" and the words "time when the last instalment of the last preceding call was made payable" shall be substituted for the words "last call" and the following words shall be added at the end of the said clause namely "A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed."

TRANSFER AND TRANSMISSION OF SHARES.

14. Subject to the restrictions of these Articles shares shall be transferable but every transfer must be in writing in the usual common form or in such other form as the Directors shall from time to time approve and must be left at the registered office of the Company accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may require to prove the title of the intending transferors.

15. Such fee not exceeding two shillings and sixpence for each transfer as the Directors may from time to time determine may be charged for the registration of a transfer, probate or letters of administration. The Directors may suspend the registration of transfers during the fourteen days immediately preceding the Ordinary Meeting in each year.

16. The Directors may refuse to register any transfer of shares without assigning any reason for such refusal and shall refuse to register any transfer if the effect thereof would be an infringement of the provisions of Article 3 hereof. No share shall in any circumstances be transferred to an infant or person of unsound mind.

FORFEITURE OF SHARES.

17. At the end of Clause 24 of Table "A" the following words shall be added, namely, "and all expenses that may have been incurred by the Company by reason of such non-payment" and at the end of Clause 26 of Table "A" the following words shall be added, namely, "such forfeiture shall include the dividends declared in respect of the shares so forfeited and not actually paid before such forfeiture."

18. In Clause 28 of Table "A" the last sentence thereof beginning "but his liability" shall be deleted and there shall be substituted therefor the following words, namely "together with interest thereon from the time of forfeiture until payment at the rate of ten per cent. per annum, or such less rate as may be fixed by the Directors, who may, if they think fit, enforce payment thereof."

ALTERATION OF CAPITAL

19. In Clause 42 of Table "A" the words "the Registered Members" shall be substituted for the words "such persons as, at the date of the offer are entitled to receive notices from the Company of General Meetings."

20. The Directors may (subject to the provisions of the Companies Acts, 1908 to 1917 or any statutory modification thereof for the time being in force) accept surrenders of shares.

GENERAL MEETINGS

21. With the consent in writing of all the Members for the time being of the Company, a General Meeting may be convened on a shorter notice than seven days, and in any manner they think fit, and all the Members for the time being of the Company present in person at a General Meeting may by resolution duly recorded, waive formal notice thereof and Clause 49 of Table "A" shall be modified accordingly, and the words "the Registered Members" shall therein be substituted for the words "such persons as are under the regulations of the Company entitled to receive such notices from the Company" and the words "or accidental omission to give" shall therein be inserted immediately after the words "non receipt of" therein appearing.

22. In the event of a meeting being convened to consider a resolution requiring if passed, confirmation as a Special Resolution, the notice convening the meeting to confirm the same, may be served with or at the same time as or at any time after the notice convening the first meeting, and it shall be no objection to the notice convening the second meeting that it convenes the same contingently on the resolution being passed by the requisite majority at the first meeting.

23. In Clause 51 of Table "A" there shall be substituted for the word "three" the word "two."

24. In Clause 55 of Table "A" the words "(and shall if so directed by the meeting)" shall be deleted and in Clause 56 of Table "A" the words "by the Chairman or any Member" shall be substituted for the words "by at least three Members" and the words "or not carried by a particular majority" shall be inserted immediately after the word "lost."

25. In Clause 57 of Table "A" the words "(and either at once or after an interval or adjournment)" shall be inserted immediately after the words "in such manner."

VOTES OF MEMBERS.

26. In Clause 61 of Table "A" the following words shall be inserted at the end thereof "Several executors or administrators of a deceased Member in whose name the shares stand shall for the purposes of this clause and of the last preceding clause hereof be deemed joint holders thereof and entitled to vote accordingly provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which any such executor or administrator proposes to vote he shall satisfy the Directors of his title as such executor or administrator to such shares or the Directors shall have previously admitted his right to vote at such meeting in respect of such shares."

27. In Clause 66 of Table "A" the words "or adjourned meeting, as the case may be" shall be inserted immediately after the word "meeting." An instrument appointing a proxy may appoint several persons in the alternative, and Clause 67 of Table "A" shall be modified accordingly.

DIRECTORS.

28. Until otherwise determined by General Meeting the number of Directors shall not be less than two or more than five, and the first Directors shall be appointed by the subscribers hereto or a majority of them by an instrument in writing under their hands.

POWERS AND DUTIES OF DIRECTORS.

29. Without restricting the generality of the powers conferred upon the Directors by Table "A," it is hereby expressly declared that the Directors shall have the following powers, that is to say, power (1) to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they think fit and at their discretion to pay therefor or for services rendered to the Company, either wholly or partially in cash or in shares (credited as fully or partly paid up), bonds, debentures, debenture stock or other obligations or securities of the Company; (2) to borrow, raise or secure any sum or sums of money on such security and upon such terms as to interest or otherwise as they may think fit, and for the purpose of securing the same or any other purpose create, issue, make and give any perpetual or redeemable debentures or debenture stock or any mortgage or charge on the undertaking on the whole or any part of the property present or future, or uncalled Capital of the Company and any debentures, debenture stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued; (3) to sell, let, exchange or otherwise dispose of absolutely or conditionally all or any part of the property, privileges and undertaking of the Company upon such terms and conditions and for such consideration as they may think fit; (4) to affix the Common Seal of the Company to any document provided that such document be also signed by at least one Director and countersigned by the Secretary or other officer appointed for that purpose by the Directors.

30. Clause 72 of Table "A" shall be varied by omitting therefrom all the words therein after the words "from any cause to be a Director."

31. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under the Articles of Association of the Company by the Directors as they may think fit, and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they may think expedient, and they may confer such powers either laterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that

behalf and may from time to time revoke, withdraw, alter and vary all or any of such powers. A Managing Director shall not while he continues to hold that office be subject to retirement by rotation or reckoned in ascertaining the number of Directors to retire but he shall, subject to the provisions of any agreement between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors, and if he cease to hold the office of Director from any cause he shall *ipso facto* and immediately cease to be a Managing Director. The removal of a salaried Managing Director from office as a Director shall not prejudice any claim for wrongful dismissal.

DISQUALIFICATION OF DIRECTORS.

32. The office of a Director shall *ipso facto* be vacated:—

- (a) If he become bankrupt or suspends payment or compounds with his creditors.
- (b) If he is found lunatic or becomes of unsound mind.
- (c) If he is absent from the meetings of the Directors continuously during a period of six months without special leave of absence from the Directors expressed by a duly recorded resolution.
- (d) If he sends in a written resignation to the Directors and the same is accepted or not being accepted is not withdrawn within seven days.

33. A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with that of Director and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise as the Directors may think fit, and may receive and retain for his own use and shall not be accountable to the Company for such remuneration as the Directors may assign to such office or place.

34. A Director may contract with and be interested in any contract or arrangement made with the Company, and shall not be liable to account for any profit made by him by reason of any such contract or arrangement, provided that the precise nature of the interest of the Director in such contract or arrangement be declared to the Board before or at the time the same is entered into or at

the first Board Meeting after such interest is acquired; but this provision shall not apply to any transaction in which the interest of the Director is apparent on the face of it, and in any case, where a Director is only interested in any such contract or arrangement as a Director or a member of another company, a general notice that he is so interested in such other company shall be sufficient for the purposes of this Article. A Director shall be computed in the quorum, and shall also be entitled to vote in respect of any contract or arrangement in which he is interested.

ROTATION OF DIRECTORS.

35. One-third of the Directors for the time being or if their number is not a multiple of three then the number nearest to but not exceeding one-third shall retire from office at the Ordinary General Meeting in 1930 and in every subsequent year. A retiring Director shall retain office until the dissolution of the meeting at which his successor is appointed.

36. The Directors shall have power at any time and from time to time to appoint any other person as a Director either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the authorised maximum number and any Director so appointed shall hold office only until the next following Ordinary Meeting of the Company and shall then be eligible for re-election.

PROCEEDINGS OF DIRECTORS.

37. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two. A Director who is at any time out of the United Kingdom shall not during such time be entitled to notice of any Meetings of Directors. A Meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretions, by or under the regulations of the Company for the time being vested in the Directors. A resolution in writing signed by all the Directors for the time being shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly convened and held.

NOTICES.

38. Any Registered Member residing out of the United Kingdom may from time to time notify to the Company an address in the United Kingdom at which all notices may be served upon him, and all notices served at such address shall be deemed well served. If he shall not have named such address he shall not be entitled to any notices.

39. Any notice sent by post shall be deemed to have been served on the day on which the envelope or wrapper containing the notice was posted and Clause 110 of Table "A" shall be modified accordingly.

WINDING UP.

40. If the Company shall be wound up (whether the liquidation be voluntary under supervision or compulsory) the Liquidator may with the authority of an Extraordinary Resolution divide among the Members in specie or kind the whole or any part of the assets of the Company, and whether or not the assets shall consist of property of one kind or of properties of different kinds and may for such purpose set such value as he deems fair upon any class or classes of property and determine the method of division as between the Members or classes of Members, and may with the like authority vest any part of the assets in Trustees upon such trusts for the benefit of Members as he may with the like authority think fit, and the liquidation may be closed and the Company dissolved but so that no contributory shall be compelled to accept any shares in respect of which there is a liability.

INDEMNITY.

41. Every Director, officer or servant of the Company shall be indemnified out of its funds against all costs, charges, expenses, losses and liabilities incurred by him in the conduct of the Company's business or in the discharge of his duties and no Director or officer of the Company shall be liable for the acts or omissions of any other Director or officer or by reason of his having joined in any receipts for money not received by him personally or for any loss on account of defect of title to any property acquired by the Company or on account of the insufficiency of any security in or upon which any moneys of the Company shall be invested or for any loss incurred through any banker, broker or other agent or upon any ground whatever other than his own wilful acts or defaults.

Witr

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

E.R. Gillingham,
22, Ossian Road,
Stroud Green, N. 4.
Solicitors Clerk

Robert W Andrews
102 Efford Road,
Barnbury, N. 1.
Solicitors Clerk.

G. Bowling
12 Upsdell Avenue, N 13
Solicitors Clerk

Dated this 10th day of December, 1928.

Witness to the above signatures:—

W.D. Avey Hart
57 6 Great Winchester St
London E. 2
Solicitor

DUPLICATE FOR THE FILE.

No. 235578



Certificate of Incorporation

I Hereby Certify,

That

WALLWIN TRUST LIMITED

is this day Incorporated under the Companies Acts, 1908 to 1917, and that the Company is Limited.

Given under my hand at London this thirteenth day of December One
Thousand Nine Hundred and twenty-eight.

[Signature]
Registrar of Joint Stock Companies.

Certificate
received by

W.D. Moses of Gilbert Samuel & Co
5-6 Great Winchester Street EC2

Date *13th December 1928*

235578 / 51

SHAW-ROE Co.

WALLWIN TRUST LIMITED

At an Extraordinary General Meeting of the members of the above-named Company duly convened and held at 3, St. Michael's Alley, Cornhill, London, E.C.3., on the 20th day of May, 1969, the subjoined Resolution was duly passed as a Special Resolution :-

RESOLUTION

"That the instrument of transfers of fully paid shares need not be executed by or on behalf of the transferee and that Clause 18 of Table A in the First Schedule of the Companies (Consolidation) Act, 1908, as made applicable to this Company by Article 2 of the Articles of Association of the Company, shall be modified accordingly"

W D Argy Harb
Chairman

Presented by

Gilbert Samuel & Co
3 St Michael's Alley
London E.C.3



COMPANY NUMBER 235578

/73

J.A.W.

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

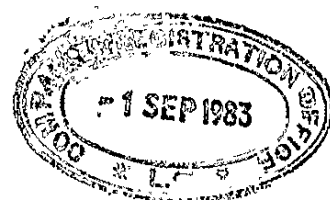
NEW ARTICLES OF ASSOCIATION OF

WALLWIN TRUST LIMITED

(Adopted by a Special Resolution passed on 30th August 1983)

1. The regulations contained or incorporated in Part I of Table A in the First Schedule to the Companies Act, 1948 (as amended prior to 30th August 1983 and capable of affecting companies registered on 22nd December 1980) shall apply to the Company with the exception of Regulations 89, 90, 91 and 92 in Part I of Table A and of the proviso to Regulation 79 in Part I of Table A. Regulations 93 and 94 shall take effect accordingly.

2: Unless and until the Company in General Meeting shall otherwise determine, the number of directors shall not be more than eight but need not exceed one. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the Directors by these articles or Table A.



Company No: 235578

74

7/10
'6'

THE COMPANIES ACTS 1948 to 1981
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION
of
WALLWIN TRUST LIMITED

Passed the 5th day of September 1983

At an Annual General Meeting of the above named Company duly convened and held at City Wall House, 79/83 Chiswell Street, London, EC4Y 4TJ on the 5th day of September 1983 the following resolution was duly passed as a Special Resolution:

"IT WAS RESOLVED pursuant to Section 12(2) of the Companies Act 1981 that Section 14(1) of the Companies Act 1976 shall not apply to the Company and that accordingly the Company shall not appoint auditors."

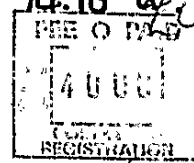
.....
Chairman

Chairman



Company No: 235578

16.9.83



THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

RESOLUTIONS

of

WALLWIN TRUST LIMITED

(passed on the 30th day of August, 1983)

At an Extraordinary General Meeting of the above-named Company duly convened and held at City Wall House, 79/83 Chiswell Street, London, EC1Y 4TJ on the 30th day of August, 1983 the following resolutions were duly passed as Special Resolutions of the Company:

1. That, the name of the Company be changed to "Legist Trustees Limited."
2. That new Articles of Association in the form produced to the Meeting and initialled by the Chairman for the purpose of identification be adopted in place of the Company's existing Articles of Association.

J. H. Walford
.....
Chairman.



MID
240
048997

FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 235578

176

I hereby certify that

WALLWIN TRUST LIMITED

having by special resolution changed its name, is now
incorporated under the name of

LEGIST TRUSTEES LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 13TH SEPTEMBER 1983

A handwritten signature in dark ink, appearing to read 'P. C. Coates'.

P. C. COATES

an authorised officer

C.172

3

THE COMPANIES ACTS 1948 TO 1981

Notice of new accounting reference date given during the course of an accounting reference period

Pursuant to section 3(1) of the Companies Act 1976

Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use Company number

088

235578

Name of company

LEGIST TRUSTEES

Limited*

*delete if
inappropriate**Note**Please read
notes 1 to 5
overleaf before
completing this
form

hereby gives you notice in accordance with section 3(1) of the Companies Act 1976 that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Day Month

3 1 0 3

†delete as
appropriate

The current accounting reference period of the company is to be treated as ~~shortened~~ [extended]† and ~~is to be treated as having come to an end~~ [will come to an end]† on

Day Month Year

3 1 0 3 1 9 8 6

See note 4(c) and
complete if
appropriate

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 3(6)(c) of the Companies Act 1976, the following statement should be completed:

The company is a [subsidiary] [holding company]† of _____

_____, company number _____

the accounting reference date of which is _____

Signed

Bischoff

[Director] [Secretary] †Date

17/5/85

Presenter's name, address and
reference (if any):

Bischoff & Co
City Wall House
79-83 Chiswell Street
London EC1Y 4TJ

Ref Y/JRT

For official use
General section

Post room



COMPANY NUMBER 235578

188

THE COMPANIES ACTS 1908 to 1983
AND
THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION OF
LEGIST TRUSTEES LIMITED

Passed the 5th day of JULY 1985

At an Extraordinary General Meeting of the above named Company duly convened and held at City Wall House, 79-83 Chiswell Street, London EC1Y 4TJ on the day of 1985 the following Resolution was duly passed as a Special Resolution:

"That the Articles of Association of the Company be amended by insertion after the words "and of the proviso to regulation 79 in Part 1 of Table A" in Article 1 of the words "and the last sentence of Regulation 95".

J. H. [Signature] X
CHAIRMAN

Present by:

Bischoff & Co.
City Wall House
79-83 Chiswell Street
London EC1Y 4TJ



Ref: Y/JRT

COMPANY NUMBER 235578

/ 89

THE COMPANIES ACTS 1908 to 1983

AND

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

AMENDED ARTICLES OF ASSOCIATION

OF

LEGIST TRUSTEES LIMITED

(incorporated the 13th day of December 1979)

Bischoff & Co.
City Wall House
79-83 Chiswell Street
London EC1Y 4TJ





CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

No. 235578

I hereby certify that

WALLWIN TRUST LIMITED

having by special resolution changed its name, is now
incorporated under the name of

LEGIST TRUSTEES LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 13TH SEPTEMBER 1983

A handwritten signature in dark ink, appearing to read 'P. C. Coates'.

P. C. COATES

an authorised officer

No. 235,578.



Certificate of Incorporation

I hereby Certify that "WALLWIN TRUST LIMITED,"
is this day Incorporated under the Companies' Acts, 1908 to 1917,
and that the Company is LIMITED.

GIVEN under my hand at London, this Thirteenth day of
December, One thousand nine hundred and twenty-eight.

C. C. GALLAGHER,
Registrar of Joint Stock Companies.

THE COMPANIES ACTS 1908 to 1983

AND

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF
LEGIST TRUSTEES LIMITED



- *1. The name of the Company is "LEGIST TRUSTEES LIMITED"
2. The registered office of the Company will be situate in England
3. The objects for which the Company is established are:-
 - (A) To act as Trustees and to administer Trusts of all kinds.
 - (B) To carry on business as bankers, capitalists, financiers, promoters of companies, concessionaries, merchants and contractors of public and other works, and to undertake and carry on and execute all kinds of financial, commercial trading, manufacturing and other operations.
 - (C) To advance, deposit, or lend money, securities and property to or with such persons and on such terms as may seem expedient, to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable or transferable securities or documents.
 - (D) To guarantee or become liable for the payment of money or for the performance of any obligations and generally to transact all kinds of guarantee and indemnity business, also to transact all kinds of trust and agency business.
 - (E) To subscribe for conditionally or unconditionally, to underwrite, issue on commission, or otherwise, take, hold, deal in and convert stocks, shares and securities of all kinds, and enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession or co-operation with any person, partnership or company and to promote and aid in promoting, constitute, form or organise companies, syndicates or partnerships of all kinds for the purpose of acquiring and undertaking any property and liabilities of this Company, or of advancing, directly or indirectly, the objects thereof, or for any other purpose

(on the 13th day of September 1983 then name of the Company was changed from Wallwin Trust Limited to Legist Trustees Limited.)

which this Company may think expedient.

(F) To buy, sell, manufacture, repair, alter and exchange let on hire, export and deal in all kinds of articles and things.

(G) To carry on any other trade or business whatsoever which can, in the opinion of the Directors, be advantageously carried on by the Company in connection with the auxiliary to the general business of the Company, or which may be calculated, directly or indirectly, to enhance the value of or render profitable any of the Company's property and rights.

(H) To purchase, take on lease or licence or otherwise acquire, in the name of the Company, or in the name or names of any other person or persons or otherwise, any real or personal property and any rights or privileges which the Company may consider useful for any of its objects or purposes.

(I) To purchase, hire or otherwise acquire such appliances, implements and stock-in-trade as may from time to time be considered necessary or advisable for the purpose of carrying on any business of the Company and to construct, maintain and from time to time to repair, enlarge, pull down, renew and alter all such temporary or permanent buildings and other works, as may from time to time be considered necessary or desirable for the purpose of the business of the Company.

(J) To apply for, purchase, or otherwise acquire or obtain an interest in any other invention, secret process, copyright, or method, whether protected or not, or any letters patent, patent rights, brevets d'invention, monopolies, or other similar rights or privileges, trade marks, licences, concessions and the like, in any part or parts of the world, conferring any exclusive or non-exclusive or limited right to use any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to sell, use, exercise, develop or grant licences in respect of, or otherwise turn to account the property and rights so acquired.

(K) To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account, let on royalty, share or profits, or otherwise, grant licences, easements, options, and other rights in respect of and over, or otherwise deal with all or any part of the property and rights of the Company.

(L) To establish, or promote, or concur, or assist in establishing or promoting any other company whose objects

shall include the acquisition and taking over of all or any of the assets and liabilities of, or shall be in any manner calculated to advance directly or indirectly the objects or interests of the Company, and to acquire and hold shares, stock, or securities of, and guarantee the payment of dividends, interest, or principal on shares or obligations of any such company.

(M) To purchase or otherwise acquire, and undertake all or any part of the business, property, and liabilities of any person or company carrying on or in the case of a company formed to carry on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of the Company, and as the consideration for the same to pay cash or to issue any fully or partly paid shares, stocks, or obligations of this Company and in connection with any such transaction to undertake any liabilities relating to the business or property acquired.

(N) To enter into partnership, or any joint-purse arrangement, or any arrangement for sharing profits, union of interests, joint adventure, or co-operation with, or agency for any company, firm, or person carrying on or engaged in, or proposing to carry on or engage in, any business or transaction within the objects of the Company, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to purchase, subscribe for or otherwise acquire and hold fully or partly paid up shares in or stock in or securities of, or to lend money to or guarantee the contracts of or subsidise or otherwise assist any such company, firm or person and to sell, reissue, with or without guarantee, or otherwise deal with such shares, stock or securities.

(O) To sell, exchange, let, develop, or deal with or dispose of the undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares (either fully or partly paid), debentures, debenture stock, or securities of any other company having objects altogether or in part similar to those of this Company.

(P) To buy, subscribe for, conditionally or unconditionally, or otherwise acquire, underwrite, issue, place, or sell, or otherwise deal in stocks, shares, bonds, debentures, and securities of all kinds, and to give any guarantee or security in relation thereto, or otherwise in connection with any stocks, shares, bonds, debentures or securities.

(Q) To borrow or raise money for the purpose of the Company's business, and to mortgage and charge the undertaking and all or any of the real and personal property, present and future, and all or any of the uncalled Capital

for the time being of the Company; to issue debentures, mortgage debentures and debenture stock, payable to bearer or otherwise, and either permanent, or redeemable, or repayable.

(R) To draw, accept, endorse, discount, execute and issue bills of exchange, promissory notes, debentures, bills of lading, and other negotiable or transferable instruments or securities.

(S) To invest money at interest on the security of land of any tenure, buildings, farming stock, stocks, shares, certificates, merchandise and any other property wherever situate, and generally to lend and advance money to any persons or companies, without security, or upon such securities and terms and subject to such conditions as may seem expedient.

(T) Generally to purchase, take on lease, or on option, or in exchange, hire or otherwise acquire any real or personal property and any easements, rights or privileges which the Company think necessary or convenient for the purposes of the Company, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.

(U) To distribute amongst the Members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, and either by way of dividend or upon any return of capital or otherwise, and for such purpose to distinguish and separate capital from profits but so that no distribution amounting to a reduction in capital be made except with the sanction (if any) for the time being required by law.

(V) To pay the costs, charges, and expenses preliminary and incidental to the formation, establishment, and registration of the Company, and to remunerate any parties, whether standing in a fiduciary position towards the Company or not, for services rendered or to be rendered in procuring or assisting to procure persons to become Members of the Company, or in placing or assisting to place, any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.

(W) To enter into any arrangements with any government or authorities, supreme, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which the Company may think desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.

(X) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences (except associations or institutions formed for the purpose of life insurance), calculated to benefit any of the employees or ex-employees of the Company, or any of the dependants or connections of any such persons, and to grant to any such persons, dependants or connections pensions, allowances, and generally to subscribe or guarantee money to or for charitable or benevolent objects, or to or for any exhibition or to or for any public, general or useful object.

(Y) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings, applications or movements which may seem calculated directly or indirectly to prejudice the Company's interests.

(Z) To do all or any of the above things in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise and either alone or in conjunction with others.

(Z1) To transfer to, or otherwise cause to be vested in any company or person or persons, all or any of the lands and properties of the Company, to be held in trust for the Company, or on such trusts for working, developing or disposing of the same as may be considered expedient.

(Z2) To do all such other things and to enter into and carry out such contracts and arrangements as may be deemed necessary and desirable to enable the Company to carry on its business and for the general conduct and management of its affairs, and to do all such things as are incidental or conducive to the attainment of the above objects or any of them, whether at home or abroad; provided that nothing herein contained shall empower the Company to carry on the business of assurance, or to grant annuities within the meaning of the Assurance Companies Acts 1909, as extended by the Industrial Assurance Act 1923, or to reinsure any risks under any class of assurance business to which those Acts apply; and the intention is that the objects specified in each of the paragraphs in this clause shall, unless otherwise therein provided, be regarded as independent objects, and shall be in nowise limited or restricted by reference to or inference from the terms of any other paragraph, or the name of the Company.

And it is hereby declared that the word "company" in this clause when not applied to this Company shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in

the United Kingdom or elsewhere, and whether existing or hereafter to be formed.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £100, divided into 100 shares of £1 each, with power to increase and with power to divide the original or any new Capital into shares of different classes which may from time to time be issued or held with any preferences, or priorities or special or qualified or restricted rights in the payment of dividends or in the distribution of assets or otherwise as compared with other shares, whether Preference, Ordinary or Deferred, and whether then already issued or not, or a share ranking equally with any other such shares or as Deferred shares or with a special right of or restriction, whether absolute or partial, against voting and to vary the regulations of the Company from time to time so far as necessary to give effect to any such preference or priority or special qualified or restricted right as well as in any other particulars and upon the sub-division of a share to apportion the right to participate in profits or in the distribution of assets or the right to vote in any manner as between the shares resulting from any such sub-division and to give to any one or more of such shares any preference, priorities or advantages with regard to dividends in the distribution of assets as to rights of voting or in any other respect over the other or others of such shares. Provided always that the rights for the time being attached to any shares having preferential, deferred, qualified or special rights, privileges or conditions attached thereto may be altered, abrogated or dealt with in accordance with clause 4 of the Table marked "A" in the First Schedule to the Companies (Consolidation) Act 1908, as modified by the Articles of Association registered herewith but not otherwise.

THE COMPANIES ACTS 1908 to 1983

AND

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

AMENDED ARTICLES OF ASSOCIATION OF

LEGIST TRUSTEES LIMITED

(Adopted by Special Resolution passed on 30th August 1983 and amended by Special Resolution passed on 5th July 1985)

1. The regulations contained or incorporated in Part I of Table A in the First Schedule to the Companies Act, 1948 (as amended prior to 30th August 1983 and capable of affecting companies registered on 22nd December 1980) shall apply to the Company with the exception of Regulations 89, 90, 91 and 92 in Part I of Table A and of the proviso to Regulation 79 in Part I of Table A and the last sentence of Regulation 95. Regulations 93 and 94 shall take effect accordingly.

2. Unless and until the company in General Meeting shall otherwise determine, the number of directors shall not be more than eight but need not exceed one. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the Directors by these articles or Table A.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

E.R. GILLINGHAM,
22 Ossian Road
Stroud Green
London N4

Solicitors Clerk

ROBERT W. ANDREWS
102 Offord Road
Barnsbury
London N1

Solicitors Clerk

P. COWLING
12 Upsdell Avenue
London N13

Solicitors Clerk

Dated this 10th day of December, 1928.

Witness to the above Signatures:-

W. D'ARCY HART
5 & 6 Great Winchester Street
London EC2

Solicitor

G**COMPANIES FORM No. 225(1)****Notice of new accounting reference date given during the course of an accounting reference period****225(1)**

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as inserted by section 3 of the Companies Act 1989

Please complete legibly, preferably in black type, or bold block lettering

1. To the Registrar of Companies
(Address overleaf - Note 6)

Company number

235578

Name of company

* LEGIST TRUSTEES LIMITED

* insert full name of company

Note

Details of day and month in 2, 3 and 4 should be the same. Please read notes 1 to 5 overleaf before completing this form.

2. gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month

3 0 0 4

3. The current accounting reference period of the company is to be treated as ~~(shortened)~~(extended)† and ~~(is to be treated as having come to an end)~~(will come to an end)† on

Day Month Year

3 0 0 4 1 9 9 4

† delete as appropriate

4. If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on the exception in paragraph (a) in the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][parent]† undertaking of

_____, company number _____

the accounting reference date of which is _____

5. If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

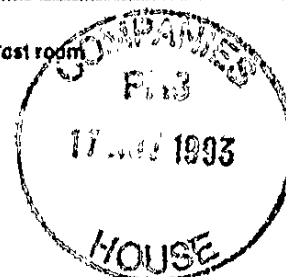
An administrator or administrative receiver is in relation to the company on _____
and it is ~~an~~ **RCB Secretaries Limited**

† Insert Director, Secretary, Receiver, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

6. Signed

Designation **SECRETARY**Date **16/11/93**Presenter's name address
telephone number and reference (if any):FRERE CHOLMELEY BISCHOFF
4 JOHN CARPENTER STREET
LONDON EC4Y 0NH071 615 8000
EGJB/PGFor official use
D.E.B.

Post room



Company No. 235578

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

-of-

LEGIST TRUSTEES LIMITED

Passed 25th November 1994



At an Extraordinary General Meeting of the above-named Company duly convened and held at 4 John Carpenter Street on 25th November 1994 at 3.30pm the following resolutions were duly passed, those numbered 1 and 2 as Special Resolutions.

SPECIAL RESOLUTIONS

1. That clause 3 (objects) of the Memorandum of Association of the Company be amended to read as follows:-

"3. The Company's objects are:-

- (a) To carry on business consisting of the provision of professional services such as are provided by individuals practising as solicitors and by multi-national partnerships and to carry on the business of a trustee or agency company whether as principal, trustee, nominee or agent for any person, firm, association, organisation, company or corporation in respect of any property anywhere in the world PROVIDED THAT nothing in any sub-clause of this Clause shall give the Company power to do anything

in breach of the Solicitors Act 1974, the Rules or any rules, principles or requirements of conduct applicable to recognised bodies by virtue of the Rules or Section 9 of the AJA.

- (b) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- (c) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- (d) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm or company carrying on or proposing to carry on the business or any part of the business which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm

or company, or for subsidising or otherwise assisting any person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

- (e) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licenses, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (f) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (g) To lend and advance money or give credit on any terms with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company

(including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

- (h) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (i) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (j) To apply for, promote, and obtain any Act of Parliament, order or license of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

- (k) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- (l) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.
- (m) To control, manage, finance, subsidise, or coordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

- (n) To promote or form any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (o) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (p) To act as agents or brokers for any person, firm or company, and to undertake and perform sub-contracts.
- (q) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or otherwise as may be thought expedient.
- (r) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.
- (s) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or

club which may be for the benefit of the Company or its Directors or employees, or may be erected with any town or place where the Company carried on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing schemes for the benefit of any of the employees of the Company or share purchase schemes for the benefit of any of the solicitor or registered foreign lawyer employees of the Company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

- (t) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so

far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.

- (u) To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- (v) To procure the Company to be registered or recognised in any part of the world.
- (w) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- (x) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

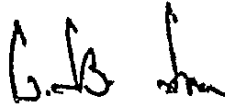
- (1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

- (2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each sub-clause contained the objects of a separate Company.
- (3) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
- (4) In this Clause "the Act" means the Companies Act 1985 as amended by the Companies Act 1989 and "the AJA" means the Administration of Justice Act 1985 as amended by Schedule 18, paragraph 54 of the Courts and Legal Services Act 1990, but so that any reference in this Clause to any provision of the Act or the AJA shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force and the reference to the Solicitors Act 1974 shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force.
- (5) In this Clause "the Rules" means the Solicitors' Incorporated Practice Rules 1988 or any modification or re-enactment thereof for the time being in force.
- (6) In this Clause "recognised body" means a body corporate for the time being recognised by the

Council of the Law Society under Section 9 of the
AJA and the Rules.

- (7) In this Clause "registered foreign lawyer" means
a person registered in accordance with S.89 of
the Courts and Legal Services Act 1990."

2. That the Articles of Association contained in the
document submitted to the meeting, and for the purposes of
identification signed by its Chairman, be adopted as the
Articles of Association of the Charity in substitution for
the existing Articles of Association of the Company with
immediate effect.



.....
William James Benson Jowitt

Signing on behalf of
FCB SECRETARIES LIMITED
Secretary

23527

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION*



- of -

LEGIST TRUSTEES LIMITED

Incorporated on 13th December 1928

1. The Company's name is LEGIST TRUSTEES LIMITED.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - (a) To carry on business consisting of the provision of professional services such as are provided by individuals practising as solicitors and by multi-national partnerships and to carry on the business of a trustee or agency company whether as principal, trustee, nominee or agent for any person, firm, association, organisation, company or corporation in respect of any property anywhere in the world PROVIDED THAT nothing in any sub-clause of this Clause shall give the

* as amended pursuant to a Special Resolution dated 25/11/94

Company power to do anything in breach of the Solicitors Act 1974, the Rules or any rules, principles or requirements of conduct applicable to recognised bodies by virtue of the Rules or Section 9 of the AJA.

- (b)
- (c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- (d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- (e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm or company carrying on or proposing to carry on the business or any part of the business which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any

person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

- (f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licenses, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (h) To lend and advance money or give credit on any terms with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

- (i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (k) To apply for, promote, and obtain any Act of Parliament, order or license of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (l) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and

comply with any such charters, decrees, rights, privileges, and concessions.

- (m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.
- (n) To control, manage, finance, subsidise, or coordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- (o) To promote or form any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire

all or any part of the shares or securities of any such company as aforesaid.

- (p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (q) To act as agents or brokers for any person, firm or company, and to undertake and perform sub-contracts.
- (r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or otherwise as may be thought expedient.
- (s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.
- (t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be erected with any town or place where the Company carried on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any

company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing schemes for the benefit of any of the employees of the Company or share purchase schemes for the benefit of any of the solicitor or registered foreign lawyer employees of the Company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

- (u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.
- (v) To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- (w) To procure the Company to be registered or recognized in any part of the world.

- (x) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- (y) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

- (1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.
- (2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each sub-clause contained the objects of a separate Company.
- (3) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons,

whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

- (4) In this Clause "the Act" means the Companies Act 1985 as amended by the Companies Act 1989 and "the AJA" means the Administration of Justice Act 1985 as amended by Schedule 18, paragraph 54 of the Courts and Legal Services Act 1990, but so that any reference in this Clause to any provision of the Act or the AJA shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force and the reference to the Solicitors Act 1974 shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force.
- (5) In this Clause "the Rules" means the Solicitors' Incorporated Practice Rules 1988 or any modification or re-enactment thereof for the time being in force.
- (6) In this Clause "recognised body" means a body corporate for the time being recognised by the Council of the Law Society under Section 9 of the AJA and the Rules.
- (7) In this Clause "registered foreign lawyer" means a person registered in accordance with S.89 of the Courts and Legal Services Act 1990.
- 4. The liability of the members is limited.
- 5. The Company's share capital is £100 divided into 100 shares of £1 each, with power to increase and with power to divide the original or any new Capital into shares of different classes which may from time to time be issued or held with any preferences, or priorities or special or qualified or restricted rights in the payment of dividends or in the

distribution of assets or otherwise as compared with other shares, whether Preference, Ordinary or Deferred, and whether then already issued or not, or a share ranking equally with any other such shares or as Deferred shares or with a special right of or restriction, whether absolute or partial, against voting and to vary the regulations of the Company from time to time so far as necessary to give effect to any such preference or priority or special qualified or restricted right as well as in any other particulars and upon the sub-division of a share to apportion the right to participate in profits or in the distribution of assets or the right to vote in any manner as between the shares resulting from any such sub-division and to give to any one or more of such shares any preference, priorities or advantages with regard to dividends in the distribution of assets as to rights of voting or in any other respect over the other or others of such shares. Provided always that the rights for the time being attached to any shares having preferential, deferred, qualified or special rights, privileges or conditions attached thereto may be altered, abrogated or dealt with in accordance with clause 4 of the Table marked "A" in the First Schedule to the Companies (Consolidation) Act 1908, as modified by the Articles of Association registered herewith but not otherwise.

We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum and we agree to take the number of shares in the capital of the Company set opposite our respective names

NAMES AND ADDRESSES OF SUBSCRIBERS

Number of shares
taken by each
Subscriber

E.R. GILLINGHAM
22 Ossian Road
Stroud Green
London N4

Solicitors Clerk

ROBERT W. ANDREWS
102 Offord Road
Barnsbury
London N1

Solicitors Clerk

P. COWLING
12 Upsdell Avenue
London N13

Solicitors Clerk

DATED this 10th day of December 1928

WITNESS to the above signatures:-

W. D'ARCY HART
5 & 6 Great Winchester Street
London EC2

Solicitor

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION*

- of -

LEGIST TRUSTEES LIMITED

PRELIMINARY

1. The Articles hereinafter contained and, subject as hereinafter provided, the regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A-F) (Amendment) Regulations 1985 (hereinafter referred to as "Table A") shall constitute the regulations of the Company subject always to the Rules (as hereinafter defined). In the case of any variation or inconsistency between these Articles and the regulations in Table A, the provisions of these Articles shall prevail. In the case of any variation or inconsistency between the Rules and the regulations of the Company the provisions of the Rules shall prevail.

2. Regulations 24, 40, 41, 54, 56, 60, 61, 63, 64 to 69 (inclusive), 73 to 81 (inclusive), 87, 94, 95 and 118 of Table A shall not apply to the Company.

* as adopted by Special Resolution dated 25/11/94

G.B. Lu

3. For the purpose of these Articles, except where the context otherwise requires:-

(a) "the Act" means the Companies Act 1985;

"the AJA" means the Administration of Justice Act 1985;

"the Council" means the Council of the Society;

"the Firm" means Frere Cholmeley Bischoff or any firm which shall succeed to the practice of Frere Cholmeley Bischoff;

"member" means a person whose name is entered in the Company's register of members;

"practising certificate" and "the roll" have the meanings assigned to them in the Solicitors Act 1974;

"recognised body" means a body corporate for the time being recognised by the Council under Section 9 of the AJA and the Rules;

"registered foreign lawyer" means a person registered in accordance with S.89 of the Courts and Legal Services Act 1990;

"the Rules" means the Solicitors' Incorporated Practice Rules 1988 as amended by the Multi-National Legal Practice Rules 1991 or any modification or re-enactment for the time being in force;

"the Society" means the Law Society; and

"solicitor" means a person qualified to act as a solicitor under s.1 of the Solicitors Act 1974.

- (b) Words importing gender include a reference to both other genders, words in the singular include a reference to the plural and vice versa.
- (c) Any reference to any provision of the Act, the AJA, the Solicitors Act 1974 or any provision of any other statutory act relevant to these Articles shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

MEMBERS

- 4. No person shall be a member of the Company unless he is a solicitor, a registered foreign lawyer or a recognised body.
- 5. A member shall not hold a share for another person save as permitted by the Rules. A member shall not create any charge or other third party interest (save as permitted by the Rules) over any share.
- 6. (a) A member shall disclose to the Company in writing:-
 - (1) the nature and extent of any interests in shares registered in his name and the persons by whom such interests are held, and
 - (2) any change in the nature and extent of such interests or in the identity of the persons by whom such interests are held

forthwith on the creation of or the change in the interest concerned.

- (b) The Company may require a member to furnish any information, document or other matter which the Directors may think necessary for the purpose of enabling the Company to comply with the Rules and the member shall furnish the information, document or other matter required within such period as may be determined by the Directors.

7. The Directors shall not enter in the Company's register of members any person until that person and any person for whom he holds a Share as nominee has submitted to the Council a Compensation Fund covenant as required by the Rules and furnished evidence of such submission to the Directors.

THE RULES

8. The management of the company and the allotment, issue, holding, transfer and transmission of all shares in the capital of the Company shall be subject to the Rules and nothing in the regulations of the Company shall be construed as authorising any breach of the Rules or any rules, principles or requirements of conduct applicable to recognised bodies by virtue of the Rules or Section 9 of the AJA.

UNISSUED SHARE CAPITAL

9. (a) Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall be excluded from applying to the Company.
- (b) No share may be issued unless it is fully paid or credited as fully paid on or before allotment.
- (c) Subject to the provisions of this Article and Article 4 the Directors are unconditionally

authorised for the purposes of Section 80 of the Act to allot shares and grant rights to subscribe for, or convert securities into, shares in the Company up to the nominal amount of authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of adoption of these Articles. The Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

TRANSFER AND TRANSMISSION OF SHARES

10. In the next succeeding Article the following words shall bear the following meanings:-

"Shares" shall mean shares in the capital of the Company;

"Member" shall mean a person whose name is entered in the Company's register of members;

"Proposing Transferor" shall mean a Member or any other person proposing to transfer Shares;

"Transfer Notice" shall mean a written notice served by a Member or any other person on the Company indicating his desire to transfer Shares;

"Purchaser" shall mean a person willing to purchase Shares comprised in a Transfer Notice.

11. (a) A Member or any other person proposing to transfer any Shares shall give a Transfer Notice to the Company and the Transfer Notice shall constitute the Company his agent for the sale of the Shares therein mentioned at par to any Member or Members. A Transfer Notice once given shall not be revocable except with the consent of the Directors.
- (b) Forthwith upon receipt of any Transfer Notice the Company shall offer the Shares comprised in the Transfer Notice to the Members (other than the Proposing Transferor) for purchase at par on terms that in case of competition the Shares so offered shall be sold to the Members accepting the offer in proportion (as nearly as may be, and without increasing the number sold to any Member beyond the number applied for by him) to their existing holdings of Shares. All such offers of Shares shall be made by notice in writing and every such offer shall limit a time (not being less than 21 days or more than 42 days) within which the offer must be accepted or, in default, will be deemed to have been declined. It is hereby declared for the avoidance of doubt that any Member to whom Shares are offered in accordance with this Article shall be at liberty to accept some only of the Shares so offered.
- (c) If the Company shall within the period limited for acceptance find a Purchaser or Purchasers willing to purchase all the Shares concerned and shall give notice in writing thereof to the Proposing Transferor, he shall be bound, upon payment of the par value thereof, to transfer such Shares to the respective Purchasers thereof. Every such notice shall state the name and address of each Purchaser and the number of

Shares agreed to be purchased by him, and the purchase shall be completed at a place and time to be appointed by the Directors.

- (d) If in any case a Proposing Transferor, after having become bound to transfer any Shares to a Purchaser, shall make default in transferring the Shares, the Directors may receive the purchase money on his behalf and may authorise some person to execute on behalf of and as attorney for the Proposing Transferor any necessary instruments of transfer and the Company shall hold the purchase money in trust for the Proposing Transferor. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application thereof and, after the name of the Purchaser 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.
- (e) In the event that a Member dies or ceases to be a partner of the Firm or in the event that the name of a Member is struck off or removed from the roll or his practising certificate is suspended or expires without being renewed or where a Member is a registered foreign lawyer his name is struck off the register of foreign lawyers or his registration is suspended or cancelled or (where a Member is a Recognised Body) its recognition is revoked or expires, the Directors may require the Member or, as the case may be, his legal personal representatives, trustee in bankruptcy, liquidator, administrator or administrative receiver to give a Transfer Notice in respect of all the Shares then registered in the name of the Member or deceased member. Such Transfer Notice

shall not in any circumstances be capable of revocation. Regulations 29 to 31 of Table A shall take effect subject to this paragraph.

- (f) In the event that a Member holds any Shares or a beneficial owner has an interest in any Shares in the Company in such circumstances that the Rules are broken the Directors may at any time resolve that the Member holding the Shares concerned shall (unless he shall have already given a Transfer Notice) be deemed to have given a Transfer Notice in respect of such Shares. Notice of the passing of any such resolution shall forthwith be given to the Member affected thereby. Such Transfer Notice shall not in any circumstances be capable of revocation.
- (g) For the purpose of ensuring that a transfer of Shares is duly authorised hereunder or that no circumstances have arisen whereby the Directors are empowered to require that a Transfer Notice be given or to resolve that a Transfer Notice be deemed to have been given the Directors may from time to time require any Member or past Member or the legal personal representatives, trustee in bankruptcy, liquidator, administrator or administrative receiver of any Member or any person named as transferee in any instrument of transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished the Directors may give the person from whom the information or evidence is required notice that, if the information or evidence in question is not furnished within such period as may be determined by the Directors and stated in

the notice, the Directors may refuse to register the transfer in question or (in case no transfer is in question) may require that a Transfer Notice be given in respect of the Shares concerned. Failing the information or evidence being furnished within the period stated in the notice, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require that a Transfer Notice be given in respect of the Shares concerned.

- (h) In any case where under the provisions of this Article the Directors may require a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of two weeks of demand being made, a Transfer Notice shall be deemed to have been given in respect of such Shares at the expiration of the said period. Such a deemed Transfer Notice shall not in any circumstances be capable of revocation. In any such case as aforesaid the provisions of this Article shall take effect.
- (i) A Member shall before transferring any Share or holding any Share as nominee ensure that the intended transferee or beneficial owner submits to the Council a Compensation Fund covenant as required by the Rules and shall furnish evidence of such submission to the Directors.
- (j) Any notice required to be given under this Article by the Company to a Member or by a Member to the Company shall be given or served either personally or by sending it by first class post to the registered office of the Company or, as the case may be, to the registered address of the Member or (if he has no registered address within

the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. When a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected at the time at which the letter would be delivered in the ordinary course of post.

- (k) With the consent in writing of all Members for the time being the restrictions imposed by this Article may be waived or varied in relation to any proposed transfer of Shares.

PROCEEDINGS AT GENERAL MEETINGS

12. No business shall be transacted at any meeting unless a quorum 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 appointed corporate representative, shall be a quorum.

13. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine.

VOTES OF MEMBERS

14. Subject to the Rules and to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a recognised body) is present by a duly authorised corporate representative, who is himself a member entitled to vote,

shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.

15. (a) A member shall not tender a vote in breach of the Rules and any vote so tendered shall not be accepted.

(b) Where a member fails to disclose or furnish any information, document or other matter which he is required to disclose or furnish to the Company under Article 6 the Directors may resolve that no vote shall be tendered or accepted in respect of any share held by or for him until the member shall have disclosed or furnished the information, document or other matter required. Notice of the passing of such resolution shall forthwith be given to the member affected thereby.

16. For the purpose of attending and voting at meetings a member shall not appoint any person as a proxy or corporate representative contrary to the Rules.

17. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form, which is usual or which the Directors may approve):-

" Legist Trustees Limited

I/We, of [], being a
member/members of the above-named company, hereby
appoint [] of [

] being a solicitor/registered foreign
lawyer who is a member or officer of or who is working
in the practice of either the Company or a recognised

body which is a member of the Company at the time of the meeting or any adjournment thereof, or failing him, [] of [] being a solicitor/registered foreign lawyer who is a member or officer of or who is working in the practice of either the Company or a recognised body which is a member of the Company at the time of the meeting or any adjournment thereof as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on [] 199[] and at any adjournment thereof.

Signed on

199[]."

18. Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):-

" Legist Trustees Limited
I/We, [] of [], being a member/members of the above-named company, hereby appoint [] of [] being a solicitor/registered foreign lawyer who is a member or officer of or who is working in the practice of either the Company or a recognised body which is a member of the Company at the time of the meeting or any adjournment thereof, or failing him, [] of [] being a solicitor/registered foreign lawyer who is a member or officer of or who is working in the practice of either the Company or a recognised body which is a member of the Company at the time of the meeting or any adjournment thereof as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to

be held on [] 199[] and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:-

Resolution No. 1 *for *against

Resolution No. 2 *for *against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this [] day of [] 199[]."

19. A vote given or poll demanded by proxy or by the duly authorised corporate representative of a recognised body shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

DIRECTORS

20. In these Articles, the expression "the Directors" means the directors for the time being of the Company or (as the context shall require) any of them acting as the Board of Directors of the Company.

21. Unless and until otherwise determined by the Company by ordinary resolution in general meeting, the number of

Directors shall not be subject to any maximum and the minimum number of the Directors shall be one.

22. No person shall be appointed or re-appointed or act as a Director unless he is a solicitor or a registered foreign lawyer.

APPOINTMENT OF DIRECTORS

23. (a) No person shall be appointed a Director at any general meeting unless either:-

(1) he is recommended by the Directors; or

(2) not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice executed by a member qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.

(b) Subject to paragraph (a) above, the Company may by ordinary resolution in general meeting appoint any solicitor or registered foreign lawyer who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(c) The Directors may appoint a solicitor or registered foreign lawyer 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 these Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following

annual general meeting. If not re-appointed at such annual general meeting he shall vacate office at the conclusion thereof.

DISQUALIFICATION OF DIRECTORS

24. The office of a Director shall forthwith be vacated:-

- (a) if he ceases to be qualified to act as a solicitor under Section I of the Solicitors Act 1974, or, in the case of a registered foreign lawyer his name is struck off the register of foreign lawyers or his registration is suspended or cancelled;
- (b) if by notice in writing to the Company he resigns the office of Director;
- (c) if he becomes bankrupt or insolvent or makes any arrangement or composition with his creditors;
- (d) if he becomes a patient as defined by Section 94 of the Mental Health Act 1983 or becomes a person as to whom powers have been exercised under Section 98 of that Act;
- (e) if he is removed from office by a resolution duly passed under Section 303 of the Act;
- (f) if he is prohibited from being a Director by any order made under the Company Directors Disqualification Act 1986.

ALTERNATE DIRECTORS

25. (a) Any Director may at any time appoint another Director or any other person being a solicitor or registered foreign lawyer who is a member or

officer of or is working in the practice of the Company approved by the Directors to be his alternate Director and may at any time terminate such appointment. Any such appointment or removal shall be by written notice, letter, telegram, cablegram, telex or telefax message or other form of visible communication from the Director to the Company and shall be effective upon delivery at the registered office of the Company or at a meeting of the Directors.

- (b) The appointment of any alternate Director shall terminate if and when the Director by whom he has been appointed vacates his office as Director and upon the happening of any event which, if he were a Director, would cause him to vacate such office.
- (c) An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notice of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purpose of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If he is himself a Director, he shall be entitled in such circumstances as aforesaid to exercise the vote or votes of the Director or Directors for whom he is an alternate in addition to his own vote. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. To such extent

as the Directors may from time to time determine in relation to any committees of the Directors, the foregoing sentence shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member. An alternate Director as such shall not (save as aforesaid) have power to act as a Director nor shall be deemed to be a Director for the purpose of these Articles.

- (d) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive any remuneration from the Company in respect of his appointment as alternate Director.

PROCEEDINGS OF DIRECTORS

26. Whenever the minimum number of Directors shall be one such Director shall have authority to exercise all the powers and discretions by the regulations of the Company expressed to be vested in the Directors generally and Regulation 89 of Table A shall be modified accordingly.

27. Subject to such disclosure as is required by Section 317 of the Act, a Director may vote in respect of any contract or arrangement in which he is interested or upon any matter arising out of the same and may be counted in the quorum present at any meeting at which any such contract, arrangement or matter is proposed or considered and if he shall so vote his vote shall be counted.

WINDING UP

28. In Regulation 117 of Table A the words "with the like sanction" shall be inserted immediately before the words "determine how such division".

INDEMNITY

29. Subject to Section 310 of the Act every Director or other 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 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 connection with any application under Sections 144(3) or (4) or 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.

GRATUITIES AND PENSIONS

30. The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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Solicitors Clerk

P. COWLING
12 Upsdell Avenue
London N13

Solicitors Clerk

DATED this 10th day of December 1928

WITNESS to the above signatures:-

W. D'ARCY HART
5 & 6 Great Winchester Street
London EC2

Solicitor